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No. 23]

NEW DELHI, SATURDAY, JUNE 9, 1984/JYAISTHA 19, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय
(विधि कार्य विभाग)

नई दिल्ली, 28 मई, 1984

सूचना

का. आ. 1787.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सुधीन्द्र चन्द्रा सरकार के एडवोकेट गोरखारा, पो. ओ. ड. पु. स. सोनारपुर जिला 24 परगना ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे कलकत्ता तथा 24 परगना में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5 (31) 84-न्या.]

एस. गुप्त, सक्षम प्राधिकारी

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Legal Affairs)

New Delhi, the 28th May, 1984

NOTICE

S.O 1787.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Sudhindra Chandra Sarkar, Advocate, Gorkhara Pos P. S. Sonarpur District 24-Parganas for appointment as a Notary to practise in Calcutta & 24-Parganas.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(31)/84-Jud.]

S. GOOPTU, Competent Authority

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 24 मई, 1984

आदेश

का० घा० 1788 :—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पंजाब सरकार की सहमति से भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 306 और 201 के अधीन दण्डनीय अपराधों के और उक्त अपराधों के संबंध में या उनसे संबंधित प्रयत्नों, दुष्प्रेरणों और पड्यत्नों के तथा श्रीमती बलबीर कौर उर्फ बबली पत्नी जोगिन्दर सिंह उर्फ शंगा, नगर पालिका आयुक्त नगरपालिका समिति, खन्ना जिला सुधियाना की 2 जून, 1983 को खन्ना में हुई मृत्यु की बाबत प्रथम इतिहास रिपोर्ट सं० 62, तारीख 2 जून, 1983 को पुलिस थाना सिटी खन्ना, जिला जालंधर में रजिस्ट्रार उक्त हुई घा० के संबंध में उसी संवत् 1983 में अनुकूल में किए गए किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण पंजाब राज्य पर करती है।

[संख्या 228/3/84-ए की बी-II]

एच० के० वर्मा, धरर सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

New Delhi, the 24th May, 1984

ORDER

S.O. 1788.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946) the Central Government with the consent of the Government of Punjab, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Punjab for the investigation of offences punishable under sections 306 and 201 of the Indian Penal Code, 1860 (45 of 1860), and attempts, abetments and conspiracies in relation to or in connection with the said offence and any other offence committed in the course of same transaction in regard to case FIR No. 62 dated the 2nd June, 1983 registered at Police Station City Khanna, Distt. Ludhiana in regard to Death of Smt. Balbir Kaur alias Babli W/o Joginder Singh alias Shanga, Municipal Commissioner, Municipal Committee, Khanna Distt. Ludhiana at Khanna on the 2nd June, 1983.

[No. 228/3/84-AVD.II]

H. K. VERMA, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 21 मई, 1984

आयकर

का० घा० 1789 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 19-8-82 की अधिसूचना संख्या 4874 (फा० सं० 398/31/82-आ० क० ब०) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री बी० ए० नारायणन को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री बी० ए० नारायणन द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5810 (फा० सं० 398/13/84-आ० क० ब०)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 21st May, 1984

INCOME TAX

S.O. 1789.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4874 [F. No. 398/31/82-IT(B)] dated 19th August, 1982 the Central Government hereby authorises Shri V. A. Narayanan, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri V. A. Narayanan takes over charge as Tax Recovery Officer.

[No. 5810 (F. No. 398/13/84-IT(B))]

का० घा० 1790 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 29-7-82 की अधिसूचना संख्या 4842 (फा० सं० 398/23/82-आ० क० ब०) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री के० आर० उपाध्याय को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री के० आर० उपाध्याय द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5812 (फा० सं० 398/14/84-आ० क० ब०)]

S.O. 1790.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4842 [F. No. 398/23/82-IT(B)], dated 29th July, 1982 the Central Government hereby authorises Shri K. R. Upadhyay, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri K. R. Upadhyay takes over charge as Tax Recovery Officer.

[No. 5812 (F. No. 398/14/84-IT(B))]

का० घा० 1791 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 27-7-83 की अधिसूचना संख्या 5324 (फा० सं० 398/29/83-आ० क० ब०) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री पी० जे० माथन को जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री पी० जे० माथन द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5814 (फा० सं० 398/14/84-आ० क० ब०)]

S.O. 1791.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 5324 [F. No. 393/29/83-IT(B)], dated 27th July, 1983 the Central Government hereby authorises Shri P. J. Mathen, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri P. J. Mathen takes over charge as Tax Recovery Officer.

[No. 5814/F. No. 398/14/84-IT(B)]

का० प्रा० 1792.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या 4497/फा० सं० 398/18/81-प्रा० क० (ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एन० एल० मंत्री को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री एन० एल० मंत्री द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5816/फा० सं० 398/27/83-प्रा० क० (ब०)]

S.O. 1792.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497/F. No. 398/18/81-IT(B), dated 2nd March, 1982 the Central Government hereby authorises Shri N. L. Mantri, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri N. L. Mantri takes over charge as Tax Recovery Officer.

[No. 5816/F. No. 398/27/83-IT(B)]

प्रा० 1793.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या 4497/फा० सं० 398/18/81-प्रा० क० (ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एल० टी० मखीजानी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री एल० टी० मखीजानी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5818/फा० सं० 398/27/83-प्रा० क० (ब०)]

S.O. 1793.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497/F. No. 398/18/81-IT(B), dated 2nd March, 1982 the Central Government hereby authorises Shri L. T. Makhijani, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri L. T. Makhijani takes over charge as Tax Recovery Officer.

[No. 5818/F. No. 398/27/83-IT(B)]

का० प्रा० 1794.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या 4497/फा० सं० 398/18/83-प्रा० क० (ब०) का आंशिक संशोधन

करते हुए, केन्द्रीय सरकार एतद्वारा श्री आर० एस० शाह को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री आर० एस० शाह द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5820/फा० सं० 398/27/83-प्रा० क० (ब०)]

S.O. 1794.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497/F. No. 398/18/81-IT(B), dated 2nd March, 1982 the Central Government hereby authorises Shri R. S. Shah, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri R. S. Shah takes over charge as Tax Recovery Officer.

[No. 5820/F. No. 398/27/83-IT(B)]

का० प्रा० 1795.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या 4497/फा० सं० 398/18/81-प्रा० क० (ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री आर० आर० केनी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री आर० आर० केनी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5822/फा० सं० 398/27/83-प्रा० क० (ब०)]

S.O. 1795.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497/F. No. 398/18/81-IT(B), dated 2nd March, 1982 the Central Government hereby authorises Shri R. R. Keni, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri R. R. Keni takes over charge as Tax Recovery Officer.

[No. 5822/F. No. 398/27/83-IT(B)]

का० प्रा० 1796.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या-4497/फा० सं० 398/18/81-प्रा० क० (ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एच० एस० अम्बे को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री एच० एस० अम्बे द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5824/फा० सं० 398/27/83-प्रा० क० (ब०)]

S.O. 1796.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of

India in the Department of Revenue No. 4497 (F. No. 398/18/81-IT(B)), dated 2nd March, 1982 the Central Government hereby authorises Shri H. S. Ambe, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri H. S. Ambe takes over charge as Tax Recovery Officer.

[No. 5824 (F. No. 398/27/83-IT(B))]

का० आ० 1797.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2/3/82 की अधिसूचना संख्या 4497 (फा० सं० 398/18/81-आ० क० ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री ए० बी० छतिकार को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री जी० बी० छतिकार द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5826 (फा० सं० 398/27/83-आ० क० ब०)]

"S.O. 1797.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497 (F. No. 398/18/81-IT(B)), dated 2nd March, 1982 the Central Government hereby authorises Shri G. V. Chatikar, being a gazetted officer of the Central Government to exercise the powers of Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri G. V. Chatikar takes over charge as Tax Recovery Officer.

[No. 5826 (F. No. 398/27/83-IT(B))]

का० आ० 1798.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या 4497 (फा० सं० 398/18/81-आ० क० ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री बी० ए० बाडेकर को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री बी० ए० बाडेकर द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5828 (फा० सं० 398/27/83-आ० क० ब०)]

S.O. 1798.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497 (F. No. 398/18/81-IT(B)), dated 2nd March, 1982 the Central Government hereby authorises Shri B. A. Badekar, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri B. A. Badekar takes over charge as Tax Recovery Officer.

[No. 5828 (F. No. 398/27/83-IT(B))]

का० आ० 1799.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या 4497 (फा० सं० 398/18/81-आ० क० ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री ए० के० थदानी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री ए० के० थदानी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5830 (फा० सं० 398/27/83-आ० क० ब०)]

S.O. 1799.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497 (F. No. 398/18/81-IT(B)), dated 2nd March, 1982 the Central Government hereby authorises Shri A.K. Thadani, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri A.K. Thadani Takes over charge as Tax Recovery Officer.

[No. 5830 (F. No. 398/27/83-IT(B))]

का० आ० 1800.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 2-3-82 की अधिसूचना संख्या 4497 (फा० सं० 398/18/81-आ० क० ब०) का आंशिक संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा श्री ए० टी० कुन्दनानी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री ए० टी० कुन्दनानी द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगा।

[संख्या 5832 (फा० सं० 398/27/83-आ० क० ब०)]

S.O. 1800.—In pursuance of sub-clause (iii) of Clause (44) of Section 2 of the Income-Tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 4497 (F. No. 398/18/81-IT(B)), dated 2nd March, 1982 the Central Government hereby authorises Shri A.T. Kundnani, being a gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri A.T. Kundnani takes over charge as Tax Recovery Officer.

[No. 5832 (F. No. 398/27/83-IT(B))]

का० आ० 1801.—आयकर, अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 31-5-82 की अधिसूचना संख्या 4648 (फा० सं० 398/6/81-आ० क० ब०) का अधिलेखन करते हुए केन्द्रीय सरकार एतद्वारा श्री बी० के० राय को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री बी० के० राय द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5808 (फा० सं० 398/11/84-आ० क० ब०)]

S.O. 1801.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4648 (F. No. 398/6/81-IT(B) dated 31-5-1982, the Central Government hereby authorises Shri V. K. Rai, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri V. K. Rai takes over charge as Tax Recovery Officer.

[No. 5808/F. No. 398/11/84-IT(B)]

का० अ० 1802.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 30-6-81 की अधिसूचना संख्या 4058 (फा० सं० 398/6/81-आ० क० सं० क०) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एस० एन० श्रीवास्तवा को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री एस० एन० श्रीवास्तवा द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[संख्या 5806/फा० सं० 398/11/84-आ० क० (ब०)]

बी० ई० अलैक्जेंडर, अवसर सचिव

S.O. 1802.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4058 (F. No. 398/6/81-ITCC) dated 30-6-1981, the Central Government hereby authorises Shri S. N. Srivastava, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. N. Srivastava takes over charge as Tax Recovery Officer.

[No. 5806/F. No. 398/11/84-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 3 जून, 1984

सं० 166/84-सीमाशुल्क

का० अ० 1803.—केन्द्रीय सरकार सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 7 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं० 76-सीमाशुल्क तारीख 19 मई, 1973 का निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, कूड़ापुर (गंगुली) पत्तन से संबंधित मद 4 के सामने "प्रयोजन" शीर्षक के अधीन विद्यमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्:—

"लीड, मैंगनीज अयस्क और लौहमय आक्साइड को खदाई के लिए।"

[फा० सं० 574/12/82 एव बी० II]

टी० एच० के गोरी, अवसर सचिव

New Delhi, the 3rd June, 1984

No. 166/84-CUSTOMS

S.O. 1803.—In exercise of the powers conferred by clause (a) of section 7 of the Customs Act, 1962 (52 of 1962) the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. 76-Customs, dated 19th May, 1973, namely:—

In the said notification, against item 4 relating to the Port of Coondapur (Ganguly), under the heading "Purpose" for the existing entry, the following entry shall be substituted, namely:—

"For loading of Iron, Manganese ore and Ferruginous Bauxite."

[F. No. 574/12/83-LC.III]

T. H. K. GHOURI, Under Secy.

(प्राथमिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 19 मई, 1984

का० अ० 1804 :—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 6 की उपधारा (4) के साथ पठित उपधारा (1) के खण्ड (ग) के उपखण्ड (iv) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्रीमति कृष्णा सिंह, प्रबंध निदेशक, बिहार राज्य वित्तीय निगम को तत्काल भारतीय औद्योगिक विकास बैंक का निदेशक नामित करती है।

[सं० एफ० 22/7/83-बी० मो०-1(1)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 19th May, 1984

S.O. 1804.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) read with sub-section (4), of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964) the Central Government hereby nominates Shrimati Krishna Singh, Managing Director, Bihar State Financial Corporation as Director of the Industrial Development Bank of India with immediate effect.

[No. F. 22/7/83-BO. I(1)]

का० अ० 1805 :—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 19) की धारा 6 की उपधारा (4) के साथ पठित उपधारा (1) के खण्ड (ग) के उपखण्ड (iv) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री के० मोहनदास, प्रबंध निदेशक, केरल वित्तीय निगम को तत्काल भारतीय औद्योगिक विकास बैंक का निदेशक नामित करती है।

[सं० एफ० 22/7/83-बी० मो०-1(2)]

S.O. 1805.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) read with sub-section (4), of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri K. Mohandas, Managing Director, Kerala Financial Corporation as Director of the Industrial Development Bank of India with immediate effect.

[No. F. 22/7/83-BO. I(2)]

क्र० आ० 1806 :—भारतीय औद्योगिक विकास बैंक अधिनियम 1964 (1964 का 18) की धारा (6) की उपधारा (1) के साथ धारा (1) के खण्ड (ग) के उपखण्ड (iv) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री जे० के० दुग्गल, प्रबंध निदेशक, हरियाणा विस्तीय निगम को तत्काल भारतीय औद्योगिक विकास बैंक का निदेशक नामित करती है।

[सं० एक० 22/7/83 बी० प्रो०-1(3)]
च० बा० मीरचन्दानी, निदेशक

S.O. 1806.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) read with sub-section (4), of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri J. K. Duggal, Managing Director, Haryana Financial Corporation as Director of the Industrial Development Bank of India with immediate effect.

[No. F. 22/7/83-B.O. I(3)]
C. W. MIRCHANDANI, Director

नई दिल्ली 23 मई, 1984

क्र०आ० 1807.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री टी० एन० त्रिपाठी को फैजाबाद क्षेत्रीय ग्रामीण बैंक, फैजाबाद का अध्यक्ष नियुक्त करती है तथा 30-4-1984 से प्रारम्भ होकर 30-4-1987 को समाप्त होने वाली अवधि के रूप में निर्धारित करती है जिसके दौरान श्री टी० एन० त्रिपाठी अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-149/82-आर०आर०बी०]

New Delhi, the 23rd May, 1984

S.O. 1807.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri T. N. Tripathi as the Chairman of the Faizabad Kshetriya Gramin Bank, Faizabad and specifies the period commencing on the 30-4-1984 and ending with the 30-4-1987 as the period for which the said Shri T. N. Tripathi shall hold office as such Chairman.

[No. F. 2-149/82-RRB]

क्र०आ० 1808.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री आर० के० मिश्र को बरेली क्षेत्रीय ग्रामीण बैंक, बरेली का अध्यक्ष नियुक्त करती है तथा 23-4-1984 से प्रारम्भ होकर 30-4-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री आर० के० मिश्र अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-149/82-आर०आर०बी०]

S.O. 1808.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri R. K. Misra as the Chairman of the Bareilly Kshetriya Gramin Bank, Bareilly and specifies the period commencing

on the 23-4-1984 and ending with the 30-4-1987 as the period for which the said Shri R. K. Misra shall hold office as such Chairman.

[No. F. 2-149/82-RRB]

नई दिल्ली, 24 मई, 1984

क्र०आ० 1809.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री ए० के० श्रीवास्तव को देवी पतन क्षेत्रीय ग्रामीण बैंक, गोंडा का अध्यक्ष नियुक्त करती है तथा 26-4-1984 से प्रारम्भ होकर 30-4-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री ए० के० श्रीवास्तव अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-80/82-आर०आर०बी०]

New Delhi, the 24th May, 1984

S.O. 1809.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri A. K. Srivastava as the Chairman of the Devi Patan Kshetriya Gramin Bank, Gonda and specifies the period commencing on the 26-4-1984 and ending with the 30-4-1987 as the period for which the said Shri A. K. Srivastava shall hold office as such Chairman.

[No. F. 2-80/82-RRB]

क्र०आ० 1810.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री एन० एस० गोयल को फतेहपुर क्षेत्रीय ग्रामीण बैंक, फतेहपुर का अध्यक्ष नियुक्त करती है तथा 28-4-1984 से प्रारम्भ होकर 30-4-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एन० एस० गोयल अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-149/82-आर०आर०बी०]

S.O. 1810.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri N. S. Goel as the Chairman of the Fatehpur Kshetriya Gramin Bank, Fatehpur and specifies the period commencing on the 28-4-1984 and ending with the 30-4-1987 as the period for which the said Shri N. S. Goel shall hold office as such Chairman.

[No. F. 2-149/82-RRB]

क्र०आ० 1811.—प्रादेशिक ग्रामीण अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री अनिरुद्ध पंडेय को रायबरेली क्षेत्रीय ग्रामीण बैंक, रायबरेली (यूपी०) का अध्यक्ष नियुक्त करती है तथा 3-4-1984 से प्रारम्भ होकर 30-4-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री अनिरुद्ध पंडेय अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2(149)/82-आर०आर०बी०]

S.O. 1811.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Anirudh Pandey as the Chairman of the Raebareli Kshetriya Gramin Bank, Raebareli (U.P.) and specifies the period commencing on the 3rd April, 1984 and ending with the 30th April, 1987 as the period for which the said Shri Anirudh Pandey shall hold office as such Chairman.

[No. F. 2(149)/82-RRB]

का०आ० 1812.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन० द्वारा श्री आर० पी० बोस को बस्तर क्षेत्रीय ग्रामीण बैंक, जगदलपुर का अध्यक्ष नियुक्त करती है तथा 11-3-84 से प्रारम्भ होकर 31-3-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री आर० पी० बोस अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2 (90)/82-आर आर बी]

S.O. 1812.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri R. P. Bose as the Chairman of the Bastar Kshetriya Gramin Bank, Jagdalpur and specifies the period commencing on 11-3-84 and ending with 31-3-87 as the period for which the said Shri R. P. Bose shall hold office as such Chairman.

[No. F. 2(90)/82-RRB]

का०आ० 1813.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन० द्वारा श्री ए० के० मजूमदार को बस्तर क्षेत्रीय ग्रामीण बैंक, जगदलपुर का अध्यक्ष नियुक्त करती है तथा 1-1-1984 से प्रारम्भ होकर 10-3-1984 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री ए० के० मजूमदार अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-60/82-आरआर बी]

S.O. 1813.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri A. K. Majumdar as the Chairman of the Bastar Kshetriya Gramin Bank, Jagdalpur and specifies the period commencing on the 1-1-84 and ending with 10-3-84 as the period for which the said Shri A. K. Majumdar shall hold office as such Chairman.

[No. F. 2-60/82-RRB]

का०आ० 1814.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन० द्वारा श्री ओ० एन० महाजन को रानी लक्ष्मी बाई क्षत्रीय ग्रामीण बैंक, झांसी का अध्यक्ष नियुक्त करती है तथा 30-4-1984 से प्रारम्भ होकर 30-4-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री ओ० एन० महाजन अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-116/82-आर आर बी]

S.O. 1814.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri O. N. Mahajan as the Chairman of the Rani Laxmi Bai Kshetriya Gramin Bank, Jhansi and specifies the period commencing on the 30-4-1984 and ending with the 30-4-1987 as the period for which the said Shri O. N. Mahajan shall hold office as such Chairman.

[No. F. 2-116/82-RRB]

का०आ० 1815.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन० द्वारा श्री पी० जेड० मतीक अहमद को कमराज रुख बैंक सोपोर (जम्मू और कश्मीर) का अध्यक्ष नियुक्त करती है तथा

28-4-1984 से प्रारम्भ होकर 30-4-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री पी० जेड० मतीक अहमद अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक० 2-102/82-आर आर बी]

एन०एस० हसूरकार, निदेशक

S.O. 1815.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri P. Z. Lateef Ahmed as the Chairman of the Kamraz Rural Bank, Sopore (J & K) and specifies the period commencing on the 28-4-1984 and ending with the 30-4-1987 as the period for which the said Shri P. Z. Lateef Ahmed shall hold office as such Chairman.

[No. F. 2-102/82-RRB]
S. S. HASURKAR, Director

केन्द्रीय उत्पादन-शुल्क और सीमाशुल्क बोर्ड

नई दिल्ली, 3 जून, 1984

सं० 165/84-सीमाशुल्क

का० प्रा० 1816.—केन्द्रीय उत्पाद-शुल्क और सीमाशुल्क बोर्ड, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, गुजरात राज्य में बलसार जिले के पार्दी तालुका के बेहरी ग्राम को, शतप्रतिशत निर्यात उन्मुख उपक्रम बनाने के प्रयोजन के लिए साप्तांगार स्टेशन के रूप में घोषित करता है।

[का० सं० 473/5/84-सीमाशुल्क-VII']

टी०एच०के० गौरी, अवर सचिव

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 3rd June, 1984

NO. 165/84-CUSTOMS

S.O. 1816.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares village Dehri in Taluka Pardi of Bulsar District in the State of Gujarat to be a warehousing station for the purpose of setting up hundred per cent export-oriented undertaking.

[F. No. 473/5/84-CUS. VII]

T. H. K. GHOURI, Under Secy.

वाणिज्य मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 25 मई, 1984

का० प्रा० 1817.—केन्द्रीय सरकार, सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण अधिनियम, 1972 (1972 का 13) की धारा 4 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री टी० के० ए० नायर को सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण, कोचीन का अध्यक्ष नियुक्त करती है।

[का० सं० 1एम/16/82-ई पी (एमपी)]

ओ०पी० शर्मा, अवर सचिव

MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 25th May, 1984

S.O. 1817.—In exercise of powers conferred by clause (a) of sub-section (3) of section 4 of the Marine Products Export Development Authority Act, 1972 (13 of 1972), the

Central Government hereby appoints Shri T.K.A. Nair as Chairman of the Marine Products Export Development Authority, Cochin.

[F. No. 1M/16/82-EP(MP)]
O. P. SHARMA, Under Secy.

नई दिल्ली, 25 मई, 1984

(इलायची नियंत्रण)

क्र० प्रा० 1818 :—केन्द्रीय सरकार ने, इलायची अधिनियम, 1965 (1965 का 42) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इलायची बोर्ड में उप निदेशक श्री एंथी चेरियन का इलायची बोर्ड में निदेशक (इलायची विकास) के रूप में नियुक्त किया है।

[फाइल सं० 29/3/82-प्लांट (बी)]

बी० एम० एस० नेगी, प्रवर सचिव

New Delhi, the 25th May, 1984

(CARDAMOM CONTROL)

S.O. 1818.—In exercise of powers conferred by sub-section (1) of Section 7 of the Cardamom Act, 1965 (42 of 1965), the Central Government has appointed Shri Antony Cherian, Deputy Director in the Cardamom Board as Director (Cardamom Development) in the Cardamom Board.

[F. No. 29/3/82-Plant (B)]
B. M. S. NEGLI, Under Secy.

(वस्त्र विभाग)

नई दिल्ली, 28 मई, 1984

क्र० प्रा० 1819 :—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, वाणिज्य मंत्रालय (वस्त्र विभाग), भारत सरकार की अधिसूचना सं० का० प्रा० 2234 दिनांक 24 अप्रैल, 1982 में एतद्वारा निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में मद 20 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित प्रतिस्थापित किया जायेगा, अर्थात् :—

“20. श्री एन० एन० एन्ड्रयूज,
प्रबन्ध निदेशक,
म० प्र० राज्य वस्त्र निगम,
कोयाना”

[क्र० सं० 25012/11/82-रेशम जिल्ड-I]
प्रदत्त, संयुक्त विकास प्रायम्त (हथकरणा)

(Department of Textiles)

New Delhi, the 28th May, 1984

S.O. 1819.—In exercise of the powers conferred by sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby makes the following amendments in the notification of the Govern-

ment of India in the Ministry of Commerce (Department of Textiles) S. O. No. 2234 dated the 24th April, 1982, namely:—

In the said notification for item 20 and the entry relating thereto, the following shall be substituted, namely :—

“20. Shri N. N. Andrews,
Managing Director,
M.P. State Textile Corporation,
Bhopal.

[F. No. 25012/11/82-Silk Vol. II]

BRAHM DUTT, Jt. Development Commissioner
(Handlooms)

(मुख्य नियंत्रक, आयात एवं निर्यात का कार्यालय)

नई दिल्ली, 23 मई, 1984

आदेश

क्र० प्रा० 1820.—श्री भानू कंस्ट्रक्शन कम्पनी, 253/3 आर० टो० संजीव रेड्डी नगर, हैदराबाद-38 को 1982-83 अवधि के दौरान इटली से पंजीगत माल के आयात के लिए केवल 23,39,400 रु० का आयात लाइसेंस सं० पीसीजी 2083565/सी/एक्स एक्स/81/एन/81 दिनांक 28-1-82 प्रदान किया गया था।

2. अब फर्म ने उपर्युक्त आयात लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर अनुरोध किया है कि मूल सीमा शुल्क प्रयोजन प्रति मन्त्रालय सीमा शुल्क प्राधिकारी के पास पंजीकृत कराने और 22,05,271 रु० की सीमा तक उपयोग में लाने के पश्चात् खो गई है, अब उसमें 1,34,129 रु० की घनराशि शेष है। फर्म इस बात से सहमत है और वचन देती है कि यदि बाद में लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति मिल जाएगी तो उसे इस कार्यालय को रिकार्ड के लिए सौंपा दिया जाएगा।

3. अपने तर्कों के समर्थन में, फर्म ने 1983-84 की आयात-निर्यात क्रियाविधि हेतुबुक के अध्याय 15 की कब्रिका 353 में यथा अपेक्षित एक शपथ पत्र दाखिल किया है। अधोहस्ताक्षरी संतुष्ट है कि आयात लाइसेंस सं० पी०/सीजी/2083565 दिनांक 28-1-82 की मूल सीमा शुल्क प्रयोजन प्रति खो गई है और निवेश देता है कि फर्म को लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी की जाए। लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति रद्द कर दी गई है।

4. आयात लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति भ्रम से जारी की जा रही है।

[मिसिल सं० सीजी-4/1763/81/11/67]

जी० बेंकटाचल,

उप मुख्य नियंत्रक, आयात-निर्यात कृत मुख्य नियंत्रक आयात-निर्यात

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 23rd May, 1984

ORDER

S.O. 1820.—M/s. Bhanu Construction Company, 253/3RT, Sanjeeva Reddy Nagar, Hyderabad-38 were granted an Import Licence No. P/CG/2083565/C/XX/81/H/81 dt. 28-1-82 for Rs. 23,39,400 only for import of Capital Goods from Italy during the period 1982-83.

2. The firm have now requested for the issue of duplicate copy of Customs Purposes copy of the above Import Licence on the ground that the original Customs Purposes copy has

been lost after having been registered with the customs authority at Madras and utilized to the extent of Rs. 22,05,271 leaving a balance of Rs. 1,34,129. The firm agrees and undertakes to return the original Customs Purposes copy of the licence if traced later to this office for record.

3. In support of their contention the firm have filed an affidavit as required in para 353 of Chapter XV of Hand Book of Import-Export Procedures 1983-1984. The undersigned is satisfied that the original Customs Purposes copy of Import Licence No. P/CG/2083565 dt. 28-1-1982 has been lost and directs that duplicate copy of the Customs Purposes copy of the licence may be issued to the firm. The original Customs Purposes copy of licence has been cancelled.

4. The duplicate copy Customs Purposes copy of the import licence is being issued separately.

[F. No. CG/IV/1763/81/11/67]

G. VENKATACHALAM, Dy. Chief Controller of
Import and Exports.

for Chief Controller of Imports and Exports.

(असहस्य लाइसेंस अनुभाग)

आदेश

नई दिल्ली, 26 मई, 1984

का० घा० 1821:—श्रीमती रमा कुमार, ए० 28 ल्यूज अपार्टमेंट 146, ल्यूज चर्च रोड, मद्रास-600004 को केवल 42,000 रु० का सीमा शुल्क निकासी परमिट पी/जे 0484617 दिनांक 8-9-1983, टोयोटा के बोलक्स 4 सिलेण्डर 1981 माडल चैसिस सं० 006023, इंजिन सं० 5433498 का आयात करने के लिए प्रदान किया गया था। प्रार्थी ने उपर्युक्त लाइसेंस की सीमा शुल्क निकासी परमिट की अनुलिपि जारी रखने के लिए इस आधार पर आवेदन किया है कि मूल सीमा शुल्क निकासी परमिट खो गया है। यह भी बताया गया है कि उपर्युक्त लाइसेंस का मूल सीमा शुल्क निकासी परमिट किसी भी सीमा शुल्क अधिकारी के पास पंजीकृत नहीं कराया गया था और इस प्रकार से सीमा शुल्क निकासी परमिट अभी तक अप्रयुक्त है।

2. लाइसेंसधारी ने अपने इस तर्क के समर्थन में, उपर्युक्त न्यायिक प्राधिकारी द्वारा विधिवत् सत्यापित स्टाम्प पेपर पर एक प्रथम पक्ष साबित किया है। मैं तदनुसार संतुष्ट हूँ कि लाइसेंस सं० पी०/जे०/0484617 दिनांक 8-9-83 की मूल सीमा शुल्क निकासी परमिट प्रार्थी से खो गया है। यथा संशोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-1955 की उप-धारा 9(संशोधित) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए निकासी परमिट सं० पी०/जे०/0484617 दिनांक 8-9-1983 को एतद्वारा रद्द किया जाता है।

3. सीमा शुल्क निकासी परमिट की अनुलिपि पार्टी को प्रलग से जारी की जा रही है।

[सं० ए/आई-पी/238/83-84/बी०एल०एल०/118]

एल० एम० कृष्णामूर्ति, उप मुख्य नियंत्रक, आयात एवं निर्यात

MINISTRY OF COMMERCE

(B. L. SECTION)

ORDER

New Delhi, the 26th May, 1984

S.O. 1821.—Mrs. Rama Kumar A28 Luz Apartments, 146 Luz Church Road, Madras-600004 was granted a Customs Clearance Permit P/J/0484617 dated 8-9-83 for Rs. 42,000, only for import of Toyota Carona—Deluxe 4 cylinder 1981 Model Chassis No. 006023, Engine No. 5433498. The ap-

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plicant has applied for issue of Duplicate copy of the above-mentioned Customs Clearance Permit on the ground that the original CCP has been misplaced. It has further been stated that the original CCP was not registered with any Customs authority and such the value of the CCP has not been utilised at all.

2. In support of her contention, the licensee has filed an affidavit duly sworn before appropriate judicial authority. I am accordingly satisfied that the original CCP No. P/J/0484617 dt. 8-9-83 has been lost by the applicant. In exercise of the powers conferred under Sub-Clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended from time to time, the said original CCP No. P/J/0484617 dt. 8-9-83 issued to Mrs. Rama Kumar is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[No. A/L-P/238/83-84/BLS/118]

N. S. KRISHNAMURTHY, Dy. Chief Controller of
Imports & Exports

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 22 मई, 1984

का० घा० 1822 :—यती: केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में हजीरा से बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाठ्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का प्रस्ताव आशय एतद्वारा घोषित किया है ;

अतः कि उक्त भूमि में हितवादी कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप मसम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यक्तियुक्त हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

हजीरा से बरेली से जगदीशपुर तक पाइपलाइन बिछाने के लिए।

राज्य—गुजरात जिला—बड़ोदरा तालुका—बाघोडीया

गांव	सर्वे तं०	हेक्टर	घर	सेन्टीयर
1	2	3	4	5
बाघोडीया	574	0	20	30
	625/1	0	02	72
	648/1	0	36	68
कार्ट ट्रेक		0	03	76

1	2	3	4	5
वाघोडिया-जगदी	670	0	01	12
	671/1	0	03	12
	673	0	25	12
	624	0	09	27
	679/2	0	02	40
	679/1	0	39	36
	682	0	15	20
	914	0	13	60
	918	0	03	84
	920/3	0	16	12
	921	0	17	44
	943	0	14	56
	942	0	16	16
	941	0	04	09
	940	0	21	12
	963	0	15	52
	964	0	06	72
	966	0	39	36
	967	09	09	78
	937/1	0	10	32
	968/1	0	00	80
	969	0	21	12
	970	0	10	80
	973/1	0	22	56
	973/2	0	26	56
	974	0	33	12
	975/2	0	07	36
	972	0	06	40
	1015	0	00	08
	1023	0	03	36
	1024	0	33	44
	1022	0	16	80
	1020	0	13	44
	1019	0	21	92
	1030	0	20	32
	882/1/ए	1	13	12

[सं. O-12016/29/84-ओ.ए.नं.जी.डी.4]

MINISTRY OF COMMERCE

(Department of Petroleum)

New Delhi, the 22nd May, 1984

S.O. 1822.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira—Bareilly to Jagdishpur in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the

laying of the pipeline under the land to the Competent Authority Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009);

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from Hazira-Bareilly-Jagdishpur

State : Gujarat District : Vadhodiya Taluka : Vadodara

Village	Survey No.	Hectare	Are	Centiare
Vaghodiya	574	0	20	30
	625/1	0	02	72
	648/1	0	36	68
	Cart Track	0	03	76
	670	0	01	12
	671/1	0	03	12
	673	0	25	12
	624	0	09	27
	679/2	0	02	40
	679/1	0	39	36
	682	0	15	20
	914	0	13	60
	918	0	03	84
	920/3	0	16	12
	921	0	17	44
	943	0	14	56
	942	0	16	16
	941	0	04	09
	940	0	21	12
	963	0	15	52
	964	0	06	72
	966	0	39	36
	967	0	09	78
	937/1	0	10	32
	968/1	0	00	80
	969	0	21	12
	970	0	10	80
	973/19	0	22	56
	973/2	0	26	56
	974	0	33	12
	975/2	0	07	36
	972	0	06	40
	1015	0	00	08
	1023	0	03	36
	1024	0	33	44
	1022	0	16	80
	1020	0	13	44
	1019	0	21	92
	1030	0	20	32
	882/1/A	1	13	12

[No. O-12016/29/84-O-NG-D-4]

कां. प्रा. 1823 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में हजीरा से बरेली से जगदीशपुर तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एनयूएसएल अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3

की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि-व्यवसायी की मार्फत।

अनुसूची

हजीरा से बरेली से जगदीशपुर तक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात जिला : वडोदरा तालुका : राधास्वामि

गाँव	सर्वे नं०	हेक्टर	आर	सेन्टीयर
1	2	3	4	5
टिन्डी	146	0	43	20
	136/1	0	00	96
	136/2	0	21	60
	138	0	16	32
	137	0	00	48
	137/1	0	25	28
	128	0	04	00
	139	0	23	84
	126	0	26	24

[सं० ओ-12016/30/84-एन०जी०डी-4]

S.O. 1823.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Hajira-Bareilly to Jagdishpur in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM HAJIRA-BAREILLY TO JAGDISHPUR

State : Gujarat District : Vadodara Taluka : Vaghodiya

Village	Survey No.	Hectare	Ac	Centiare
TIMBI	146	0	43	20
	136/1	0	00	96
	136/2	0	21	60
	138	0	16	32
	137	0	00	48
	137/1	0	25	28
	128	0	04	00
	139	0	23	84
	126	0	26	24

[No. O-12016/30/84-ONG-D. 4]

नई दिल्ली, 26 मई, 1984

का.सं० 1824 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कीजेडी से जी जी एस विराज तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्वारा सूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कीजेडी से जी जी एस विराज तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : मेहमाता तालुका : कड़ी

गाँव	सर्वे नं०	हेक्टर	आर	सेन्टीयर
नानी कड़ी	178/5	0	03	00
	178/6	0	04	50
	153/1	0	02	08

[सं० O-12016/36/84-ओ.एन.जी०डी-4]

New Delhi, the 26th May, 1984

S.O. 1824.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from VJD to GGS VIRAJ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to hear in person or by legal practitioner.

SCHEDULE

PIPELINE FROM VJD TO GGS VIRAJ
State : Gujarat : District : Mehsana : Taluka : Kadi

Village	Survey No.	Hectare	Are	Centi-are
Nani Kadi	178/5	0	05	00
	178/6	0	04	50
	153/1	0	02	08

[No. O-12016/36/84-ONG-D. IV]

कां० प्रा० 1825.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में बीजेडी से जी जी एस विराज तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवन्त कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस सूचना की तारीख 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितता यह भी कबन करेगा कि क्या वह यह चाहता है कि उसकी सूचनाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

बीजेडी से जी जी एस विराज तक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात	जिला : मेहसाना	तालुका : कडी	गांव	सर्वे नं०	हेक्टर	आर	सेन्टीयर
			बीडज	458	0	05	00
				459	0	11	70
				461	0	08	70

[सं० O-12016/34/84-प्रो.एनजी-डी 4]

S.O. 1825.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from VJD to GGS VIRAJ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM VJD TO GGS VIRAJ
State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hectare	Are	Centi-are
Vidaj	458	0	05	00
	459	0	11	70
	461	0	08	70

[No. O-12016/34/84-ONG-D. IV]

कां० प्रा० 1826.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जेथारजे से बानोरा-9 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवन्त कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस सूचना की तारीख 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितता यह भी कबन करेगा कि क्या वह यह चाहता है कि उसकी सूचनाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

जथारजे से बानोरा-9 तक पाइपलाइन बिछाने के लिए।

राज्य : गुजरात	जिला : मेहसाना	तालुका : कडी	गांव	सर्वे नं०	हेक्टर	आर	सेन्टी
			मेरडा	161	0	11	70
				163	0	16	80

[सं० O-12016/33/84-प्रो.एनजी-डी 4]

S.O. 1826.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of petroleum from JRJ to JHALORA-9 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM JRJ TO JHALORA - 9.

State : Gujarat District : Meshsana Taluka : Kadi

Village	Survey No.	Hectare	Arc	Centi-arc
Merda	161	0	11	70
	163	0	16	80

[No. O-12016/33/84-ONG-D- IV]

कांआ० 1827.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जेधारज से झालोरा-22 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना प्राणव एतद्वारा घोषित किया है।

यद्यपि कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

जेधारज से झालोरा-22 तक पाइप लाइन बिछाने के लिए

राज्य :	जिला :	तालुका :	ग्राम	सर्वे नं०	हेक्टर	आर	सेन्टीयर
गुजरात	मेहसाणा	कडी	मणीपुर	184	0	06	30
				183	0	08	70
				182	0	12	75

[सं० O-12016/31/84-ओएनजी-डी-1]

S.O. 1827.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from JRJ to Jhalora-22 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM JRJ TO JHALORA -22.

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hectare	Arc	Centi-arc
Manipur	184	0	06	30
	183	0	08	70
	182	0	12	75

[No. O-12016/31/84-ONG-D- IV]

कांआ० 1828.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जेधारज से झालोरा-9 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना प्राणव एतद्वारा घोषित किया है।

यद्यपि कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

घनसूची

क्रम नं० जेथराजे में सासोगा-9 तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : मेहसाणा	तालुका : कडी		
गांव	सर्वे नं०	हेक्टर	घर	सेन्टीयर
करसनपुरा	30	0	20	95
	28	0	06	75
	29	0	09	00

[सं० O-12016/32/84-प्रो.एनजी-डी-4]

प० के० राजगोपालन, डेस्क अधिकारी

S.O. 1828.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from JRJ to Jhalora-9 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM WELL NO. JRJ JHALORA -9.

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hectare	Are	Centi-arc
Karsanpura	30	0	10	95
	28	0	06	75
	29	0	09	00

[No. O-12016/32/84—ONG-D. IV]

P. K. RAJAGOPALAN, Desk Officer

नई दिल्ली, 8 मई, 1974

का.प्रा. 1829:— तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) के खंड-3, उप-खंड (3) की धारा (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए धीरऊर्जा मंत्रालय (पेट्रोलियम विभाग) की दिनांक 15 सितम्बर, 1983 की अधिसूचना सं० का. प्रा. 3689 में प्राथमिक रूप से संशोधन करते हुए, केन्द्रीय सरकार एतद्वारा, रसायन तथा उर्वरक मंत्रालय के सचिव श्री. बी. बी. सिंह को अपने पद की हैसियत से, रसायनों से सम्बन्धित मंत्रालय का प्रतिनिधित्व करने के लिए, श्री एस. रामानुजम के स्थान पर, तेल उद्योग विकास बोर्ड के सदस्य के रूप में तत्काल आधार से 2 वर्षों की अवधि के लिए नियुक्त करती है।

[फाइल सं. 7/10/82-वित्त-II]

जे. मण्डल, निदेशक

New Delhi, the 28th May, 1984

S.O. 1829.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974) and in partial modification of the Government of India in the Ministry of Energy (Department of Petroleum) notification No. S.O. 3689 dated the 15th September, 1983, the Central Government hereby appoints, with immediate effect and for a period not exceeding two years, Shri B. B. Singh, Secretary, Ministry of Chemicals and Fertilizers, as a member of the Oil Industry Development Board by virtue of his office to represent the Ministry dealing with chemicals, vice Shri S. Ramanathan.

[No. 7/10/83-Fin. II]

J. MANDAL, Director

लाघ और नागरिक पति मंत्रालय

नागरिक पति विभाग

भारतीय मानक संस्था

नई दिल्ली, 10 मई, 1984

का० आ० 1930 - नगरपालिका पर संशोधन भारतीय मानक संस्था (प्रमाणन विभाग) विनियम 1955 के विनियम 8 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि 90 लाइसेंस जिनके विवरण नीचे सूची में दिए गए हैं लाइसेंसधारियों को मानक सम्बन्धी मुद्दे लगाने का अधिकार देने हुए, जनवरी 1981 में स्वीकृत किये गये हैं।

क्रम सं०	लाइसेंस संख्या (सीएम/एल)	वैधता की अवधि से तक	लाइसेंसधारी का नाम और पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रिया और IS : पदनाम	तत्सम्बन्धी
(1)	(2)	(3)	(4)	(5)	(6)
1.	सीएम/एल-9297 1981-01-06	81-01-01 81-12-31	कृष्णा इलेक्ट्रिकल इंडस्ट्रीज प्रा० लि०, 30, इंडस्ट्रियल एरिया, बनमोर, जि० मोरेना (म० प्र०)	1100 वोल्ट तक कार्यकारी पोर्बोसी रोहित (गारी काम) विद्युत केबल --- IS : 1554 (भाग 1)-1976	बोल्डता के लिए अकवचित
2.	सीएम/एल-9298 1981-01-08	81-01-16 82-01-15	अन्नवास स्टील इंडस्ट्रीज, मरोल मरोली रोड, मरोल अंधेरी (पूर्व) बम्बई-400059	कंक्रीट प्रबलन के लिए ठोड़ी बनी उच्च शक्ति इस्पात की विकृत सतिया--- IS : 1786-1979	

(1)	(2)	(3)	(4)	(5)	(6)
3. सीएम/एल-9299 1981-01-08	81-01-16	82-01-15	नवभारत स्टील रोलिंग मिल, का० ब० शास्त्री मार्ग, भांडुप, बम्बई-400078	संरचना इस्पात (मानक किस्म) — IS : 226-1975	
4. सीएम/एल-9300 1981-01-08	81-01-16	82-01-15	स्टील अथॉरिटी आफ इंडिया लि०, एलोय रब्रिकरण और मृदुकरण के लिए इस्पात— स्टील प्लांट, दुर्गापुर, जि० बर्धमान (प० ब०)	IS : 5517-1978	
5. सीएम/एल-9301 1981-01-08	81-01-16	82-01-15	डी सोपी आयल ऐंड जनरल मिन्स, मंडी, गोविन्द गढ़ (पंजाब)	संरचना इस्पात (मानक किस्म) — IS : 226-1975	
6. सीएम/एल-9302 1981-01-08	81-01-16	82-01-15	एस एस इलेक्ट्रोकेम, ए-9 डी एस आर्डी/डीसी इंडस्ट्रियल कॉम्प्लेक्स, रोहतास रोड, मंगलौर के निकट, दिल्ली-110041	1100 बोर्ड तक कार्यकारी बोर्डिंग के लिए पीवीसी रोहित खोलदार और खोलरहित केबल, तांबे और एलुमिनियम के बालकों वाले (बहिरंग उपयोग और कम तापमान में काम आने वाले केबलों को छोड़कर) — IS : 694-1977	
7. सीएम/एल-9303 1981-01-08	81-01-16	82-01-15	सेशन ट्रूबन प्रा० लिमि० जी टी रोड, मोनोवन (हरियाणा)	माइकल और तन्मयब्रह्म प्रयोजनों के लिए इस्पात की नालियाँ—ग्रेड : ई आर डब्ल्यू-सी-आई— IS : 2039-1964	
8. सीएम/एल-9304 1981-01-08	81-01-16	82-01-15	श्री बोरपास्कातो स्टील रोलिंग मिन्स, ग्राम एंव डाक माथुर कुलाथुर तालुक जिला पुडुकोट्टाई	संरचना इस्पात (साधारण किस्म) — IS : 1977-1975	
9. सीएम/एल-9305 1981-01-08	81-01-16	82-01-15	डी स्टैड ई कवर मैच वर्क्स, विरधनगर रोड तिरुतंगल शिवकाशी (त० ना०), कार्यालय : भूपति बिल्डिंग पो० बा० नं० 222 शिवकाशी 626123 (त० ना०)	डिम्बोबंद दियासलाईयाँ— IS : 2653-1980	
10. सीएम/एल-9306 1981-01-08	81-01-16	82-01-15	डी जयम् "बी" मैच वर्क्स 11-4-60 अमा-विलहोतम, शिवकाशी (त० ना०), कार्यालय : 74/1 पुलिस स्टेशन रोड पो० बा० नं० 49, शिवकाशी-626123 (त० ना०)	डिम्बोबंद दियासलाईयाँ— IS : 2653-1980	
11. सीएम/एल-9307 1981-01-08	81-01-16	82-01-15	डी जयम् "मैच वर्क्स" 724/1 और 2, मोतम-पट्टी, शिवकाशी (त० ना०), कार्यालय : 74/1, पुलिस स्टेशन रोड, पो० बा० नं० 40, शिवकाशी-626123 (त० ना०)	डिम्बोबंद दियासलाईयाँ— IS : 2653-1980	
12. सीएम/एल-9208 1981-01-08	81-01-16	82-01-15	श्री मंजूनाथ पन्वराइजर्त प्रा० लि०, 62, ईडस्ट्रियल सबर्ब यशवन्तपुर बंगलौर-560022 (कर्नाटक) कार्यालय : साबुबाणा/बिर्निडिंग एन० आर० रोड बंगलौर-560022 (कर्नाटक)	बी एच सी परिवर्तनीय पाइडर मात्र — IS : 562-1978	
13. सीएम/एल-9309 1981-01-08	81-01-16	82-01-15	विट्टुकेल्ट प्रा० लि०, 123/377, फजलसंज, कानपुर-208012	जल और नमी का प्रभाव रोकने के लिए विट्टुमनो नमरे टाइप 3, ग्रेड-1— IS : 1322-1970	
14. सीएम/एल-9310 1981-01-09	81-01-16	82-01-15	त्रिवेदन पेपर मिन्स लि०, 22वां भोल विन्लो-हापुड रोड गाजियाबाद (उ० प्र०)	पेय जल पूर्ति के लिए अनुम्य कृत पी बी सी नव दाब गेटिंग 4 कि० गज/मि मी ² साइज : बाहरी व्यास 110 मिमि तक — IS : 4985-1968	
15. सीएम/एल-9311 1981-01-12	81-02-01	82-01-31	महाराष्ट्र इलेक्ट्रोमेटल लि०, चन्द्रामल रोड, चव्हाणपुर 442401 (म० रा०) कार्यालय : दूतलाल विनोद नरानर आर्इड, बम्बई-400021	संरचना इस्पात (मानक किस्म) के रूप में वेल्ड के लिए इलेक्ट्रोड पिंड और निम्नलिखित विनोड— IS : 6914-1978	

(1)	(2)	(3)	(4)	(5)	(6)
16. सीएम/एल-9312 1981-01-12	81-02-01	82-01-31	महाराष्ट्र इलेक्ट्रोमिटर वि० चन्द्रमन रोड, चन्द्रपुर-442401 (म० प्र०) कार्यालय. इन्फो त्व निर्माण नरसिम्ह पाईट बम्बई-400021	मंदवता इस्पात (गोवायत हिस्सा) के रूप में बेल्लन के लिए की गई है। 15 रोड निर्माण इलेक्ट्रोमिटर- IS: 6915-1978	
17. सीएम/एल-9313 1981-01-12	81-02-01	82-01-31	जय आनन्द एंड स्टील फ० जयनगर ग्राम देवावा डा० धानोद वि० राजनंदगांव (कार्यालय : कोंडा निवास संजयरा, दुर्ग (म० प्र०)	कॉन्क्रीट प्रबलन के लिए ईंटों या उबरी अधिक इस्पात की बिक्री सार्वजनिक - IS: 1766-1979	
18. सीएम/एल-9314 1981-01-12	81-02-01	82-01-31	नितोत आधुनिक कारखाने नालडागा जी० टी० रोड, डा० चिरकुंडा 828202 जि० धनबाद (बिहार)	घास में लगे रस्सों में बिजली के तारों के लिए स्प्रिंग रॉड-1 और 2 - IS: (भाग 3)-1979	
19. सीएम/एल-9315 1981-01-12	81-02-01	82-01-31	हिन्दुस्तान सेमिनेटर्स 3, कालापुर राइड, कलकत्ता 380 700002 (कार्यालय : 130 काटन स्ट्रीट कलकत्ता-700007)	68×39 (14 औंस/45 ईंच 8×10) तिरपान के कपड़े में निर्मित परतदार, जूट की बोरेपों - IS: 7406 (भाग 2)-1980	
20. सीएम/एल-9316 1981-01-13	81-02-01	82-01-31	केजरीवाल आयरन एंड स्टील वर्क्स, 12/2 गिरिधर घोष रोड नैलूरमठ, राबड़ा कार्यालय : द्रोपदी मंदिर 11, ब्रैन्च रोड कलकत्ता-700001)	पानी पीय और मरनन के साथ पाइप के बाने उपरांत लोहे के फिटिंग-- माइजः (1) ड्राई ग्राई के फोल्डर माकेट, 200मिमी एनडी तक के (IS: 1538 का भाग 8) (2) डलवां लोहे के मालर, 150 मिमी एनडी तक के (IS: 1538 का भाग 9) (3) डलवां लोहे के डबल माकेट आधा बंड 100 मिमी एन डी $\times 90^\circ$ तक के तथा डबल लोहे के डबल माकेट 1/32 बंड 150 मिमी एन डी $\times 11-1/4$ एन डी के (IS: 1538 का भाग 10) (4) डलवां लोहे के टी, सभी माकेट 250×250 मिमी एन डी तक के (IS: 1538 का भाग 11) (5) डलवां लोहे के डबल माकेट 50 कोरदार आधा बाने 450×100 मिमी एन डी तक के (IS: 1538 का भाग 12) (6) डलवां लोहे के कलस, सभी माकेट 200मिमी एनडी तक के (IS: 1538 का भाग 13) (7) डलवां लोहे के कैप 100 मिमी एनडी तक के (IS: 1538 का भाग 15) (8) डलवां लोहे के रा कारखाने 1/4 डाई-हूट बंड 100×100 मिमी एन डी तक के (IS: 1538 भाग 18) 9. डलवां लोहे के कोरदार टी, 100×100 मिमी एन डी तक के (IS: 1538 का भाग 19) IS: 1538 (भाग I में 23 तक) 1976	
21. सीएम/एल-9317 11-01-5	81-02-01	82-01-31	डालमिया सेमिनेटर्स 3 कालीपुर राइड, कलकत्ता- 700002 (प०ब) कार्यालय : 103 काटन स्ट्रीट कलकत्ता-700007)	380 ग्राम/मी ² 68×39 (14 औंस/45 ईंच 8×10) तिरपान के कपड़े में निर्मित परतदार जूट के बाने-- (IS: 7406 भाग 2)-1980	

(1)	(2)	(3)	(4)	(5)	(6)
22. सी एम/एल-9318 1981-01-15	81-02-01	82-01-31	लार्क मिनरल इंडस्ट्रीज घोने कुर्नुल (आ० प्र०)	518222 जिला	बी एच सी (एच सी एच) घुलन पाउडर— IS: 561×1978
23. सी एम/एल-9319 1981-01-15	81-02-01	82-01-31	" "	" "	बी डी टी घुलन पाउडर— IS: 564×1955
24. सी एम/एल-9320 1981-01-15	81-02-01	82-01-31	आन्ध्र प्रदेश स्टेट एग्रो-इंडस्ट्रियल डेवलपमेंट कार्पोरेशन लि० (रेस्ट्रिक्टेड फार्मुलेशन यूनिट) 40/212 स्टेशन रोड, भाग्यनगर डाकघर के सामने कुर्नुल (तामक), जि० कुर्नुल (आ० प्र०) (कार्यालय एग्रो घबन 10-2-3 ए सी गार्डन—हैदराबाद-500004	बी एच सी (एच सी एच) (घुलन पाउडर— IS: 561×1978	
25. सी एम/एल-9321 1981-01-15	81-02-01	82-01-31	आन्ध्र प्रदेश स्टेट एग्रो-इंडस्ट्रियल डेवलपमेंट कार्पोरेशन लि० (रेस्ट्रिक्टेड फार्मुलेशन यूनिट) 40/212 स्टेशन रोड, भाग्यनगर डाकघर के सामने कुर्नुल (ता०) जि० कुर्नुल (आ० प्र०) (कार्यालय : एग्रोघबन 10-2-3 ए सी गार्डन—हैदराबाद-500004	बी डी टी घुलन पाउडर— IS: 564×1975	
26. सी एम/एल-9322 1981-01-15	81-02-01	82-01-31	सनराइज पेट्रोल इंडस्ट्रीज प्रा० लि० 45-ई, इंडस्ट्रियल एरिया सोनीपत 131001 (हरियाणा)	सैयार मिश्रित रंगरोगन, जाल जाकलाक बस्ता क्रोम ब्राइमिंग— IS: 2074×1967	
27. सी एम/एल-9323 1981-01-15	81-02-01	82-01-31	एन सी चक्रवर्ती फेब्रिकेटर्स प्रा० लि० 69/2 चेतना रोड, फलकता-700027	बाय को पेटियों के लिए वायु के फिल्टर— IS: 10 (भाग 4)—1976	
28. सी एम/एल-9324 1981-01-15	81-02-01	82-01-31	स्पेस ईरा फेब्रिकेटर्स लाट-81 इंडस्ट्रियल डेवलपमेंट एरिया कोचूवासी द्विवेन्द्रम 695021 (तमिऴा)	राकर कहरा— IS: 3082×1974	
29. सी एम/एल-9325 1981-01-15	81-02-01	82-01-31	फोटोफोन लि० डी-2 मयूवा इंडस्ट्रियल हस्तेड, फेज-II करामवाड़ मयूवा सोवा कार्यालय सरदार बल्लभ भाई पटेल रोड बम्बई-40000	16 मिमी मुद्रा इकाई ज्वेलि एच बिड सिनेमा प्रोजेक्टर— IS: 4497—1977	
30. सी एम/एल-9326 1981-01-16	81-02-01	82-01-31	बी नेशनल टाइन वर्क्स इंडस्ट्रीज 14-ए, नजफगढ़ रोड, नई दिल्ली-110015	ऐनेमल अन्वर्ती केबल सिनिड रेने के लिए— IS: 133×1975	
31. सी एम/एल-9327 1981-01-16	81-02-01	82-01-31	हरियाणा केमिकल्स एंड पेट्रोलियम डी/8, इंडस्ट्रियल एरिया बहादुरगढ़ (हरियाणा)	बी डी टी घुलन पाउडर— IS: 564×1975	
32. सी एम/एल-9328 1981-01-20	81-02-01	83-01-31	प्रिंसीपल मालवनाईजिंग वर्क्स 14/4 मयूवा रोड, फरीदाबाद	सामान्य इन्जिनियरी कार्यों के लिए मयूवा स्पात का तार— फिनिस: केबल जस्सीकृत IS: 280—1978	
33. सी एम/एल-9329 1981-01-23	81-02-01	82-01-31	बी एग्रो एरोज मैग्निफिकेशन क० सोभारल रेल बीरादे के निकट हा० मेहसाना जि० मेहसाना	एलमिनियम के बेरेब्रेन—1900 IS: 21×1975	
34. सी एम/एल-9330 1981-01-23	81-02-01	82-01-31	न्यू केमि इंडस्ट्रीज प्रा० लि० अशोकनगर क्रॉस रोड न० 1 काँठोजी (पूर्व) बम्बई-400067	मैलाधियोन जलपरिक्षेपणीय पाउडर साफ— IS: 2569—1978	
35. सी एम/एल-9331 1981-01-23	81-02-01	82-01-31	शोकक मिक्स शोकक पटेल बालकार्ड लि० का प्रभाग शोकक फाल्स जिला बेलगांव (कर्नाटक)	सूती पट्टे की डक: (क) मयूवा डक: (1) क्रिस्म न० 3, टाइन 28 (2) क्रिस्म न० 5, टाइन 32 (ख) सक्त डक: क्रिस्म न० 11, टाइन 81 IS: 5996—1979	

1	2	3	4	5	6
36. सीएम/एल-9332 1981-01-23	81-02-01	82-01-31	जान्सन पेडर प्रा० लि० इंडस्ट्रियल एरियान० 27० ब० रोड, वेलास (म०प्र०)	(1) अंग्रेजी टट्टी पी ट्रेप वाला (2) अंग्रेजी टट्टी धुलने वाला नमूना एस ट्रेपवाली (3) लम्बे नमूने की बैठने वाली टट्टियों 630 मिमी और 580 मिमी (4) उड़ीसा नमूने की बैठने वाली टट्टियों साइज 580 मिमी × 440 मिमी (5) बिलमकी, चपटे पृष्ठ वाली साइज, 630 मिमी × 450 मिमी, 550 मिमी × 440 मिमी और 450 मिमी × 300 मिमी (6) पूमान, कंठार के आकार का चपटे पृष्ठ वाला (7) पोषदान और (8) बैठने वाला टट्टियों के लिए ट्रेप, पी टाप IS : (भाग 2 और 3) = 1973 IS: 2556 (भाग 5)-1972 IS: 2556 (भाग 5)-1917 IS: 2556 (भाग 10)-1974 IS: 2556 (भाग 13)-1973	
37. सीएम/एल-9333 1981-01-23	81-02-01	82-01-31	आरम्भी मिनरल्स पेस्टिसाइड्स डिवीजन 15/7 मधुरा रोड फरीदाबाद 121002 (हरियाणा)	बीएचसी (एचसीएच) जल परियोजना पाउडर- सामान IS: 502-1978	
38. सीएम/एल-9334 1981-01-23	81-02-01	82-01-31	भार के इंडस्ट्रीज (रजि.) ए-83/2 वजीरपुर इंडस्ट्रियल एरिया दिल्ली- 110052	एलपीजी के साथ इस्तेमाल के लिए घरेलू गैस के भूँदो- IS: 4286-1972	
39. सीएम/एल-9335 1981-01-23	81-02-01	82-01-31	विशाखा वायर रोप लि. बी-15 और बी-16 ई ई आई इस्टेट (बीएचपी- बी लि. के निकट) विशाखापत्तनम-535012 (म०. प्र.)	सामान्य इंजीनियरी कार्यों के लिए इस्पात के तार के रस्से, साइज: केबल 18 मिमी तक- IS: 2581-1977, IS: 2266-1977, IS: 2365-1977	
40. सीएम/एल-9336	81-02-01	82-01-31	सिली बिस्कुट कं० प्रा. लि. यूनिट 2 थाना भमवानगो मीरहाटी बागसात-743201 जिला 24 परगना कार्यालय : 3 रमाकान्त सेनलेन, उल्हाडीगा, कलकत्ता-700067	बिस्कुट- टाइप: पतला भराटोट- IS: 1011-1968	
41. सीएम/एल-9337 1981-01-23	81-02-01	82-01-31	इस्टर्न एसेज मैथयुफैक्टर्स 26/1 सी शिवकृष्ण देव लेन कलकत्ता-700054 (कार्यालय : 203 मानिकतला मेनरोड कलकत्ता-700054)	रबड़ के तले वाले जूतों के लिए इस्पात की पंजा बचाव टोपियां, टाइप 2, साइज 4 से 11- IS: 5852-1977	
42. सीएम/एल-9338 1981-01-23	81-02-01	82-01-31	सुपर इंडस्ट्रीज सी-1/289 जी आई डी सी इस्टेट नरोडा 382330 जि. ब्रह्मदाबाद (गुज.)	बीएचसी (एचसीएच) धूलन पाउडर- IS: 561-1978	
43. सीएम/एल-9339 1981-01-23	81-02-01	82-01-31	भारत पेस्टिसाइड्स इंडस्ट्रीज प्रा. लि. गुजरात व्यापारी महामंडल सहकारी औद्योगिक बसाहत लि. आधुनिक ब्रह्मदाबाद (कार्यालय: दूसरा तल, मोतीलाल हीराभाई मार्केट, रेलवे स्टेशन के सामने, कपासी बाजार, ब्रह्मदाबाद- 380002)	एंजोसफ़ान पायसनीय सामान- IS: 4323-1976	

(1)	(2)	(3)	(4)	(5)	(6)
44.	सीएम/एल-9340 1981-01-23	81-02-01	82-01-31	गोंडवाना केमिकल वर्क्स 18-ए, इंडस्ट्रियल एरिया, रिछाई जबलपुर (म. प्र.) (कार्यालय: 1110 सुभाष रोड, जबलपुर)	ऐल्काल बेंजीन गन्धकाम्न (धमल धोल) टाइप-2 IS:8401-1977
45.	सीएम/एल-9341 1981-01-23	81-02-01	82-01-31	पार्वती मिल्स बडकुभागेम वार्ड क्विलोन 691001 (केरल)	खुरंग सूती घाने, प्रेड बी, काउंट 34 एल IS:171-1973
46.	सीएम/एल-9342 1981-01-23	81-02-01	82-01-31	इंडस्ट्रियल फास्टनर्स आफ गुजरात प्रा. लि. माकर-पुरा रेलवे स्टेशन के सामने डा. मनेजा, बड़ौदा 390013	शिरोपरि प्रेषण कार्यों के लिए जस्तीकृत हस्तात प्रबलित एलुमिनियम धालकों की कोर के लिए हस्तात के तार- IS:398(भाग 2)-1978
47.	सीएम/एल-9343 1981-01-23	81-02-01	82-01-31	मनसूया इक्विपमेंट इंजीनियर्स प्लाट नं० 15/196 इंडस्ट्रियल इस्टेट, सांगली 416416 (महाराष्ट्र)	कृषि-कार्यों के लिए साकठंडे ताजे पानी के क्षैतिज अपकेन्द्री पम्प- साइज गति माडल 100 मिमी 1500 बक्कर एई 100 100 मिमी प्रति मिनट 80 मिमी 1500 बक्कर एई 85 65 मिमी प्रतिमिनट ह्यूटी प्वाइंट 11.0 मी शीर्ष पर बिसचाई 15 मि/पीड दक्षता 62/ घीर पम्प निवेश 2.6 किवा तथा 15.0 मी शीर्ष पर बिसचाई 14.5 मि/पीड दक्षता 60% घीर पम्प निवेश 3.6 किवा- IS:6595-1972
48.	सीएम/एल-9344 1981-01-23	81-02-01	82-01-31	ककडा रोलिंग मिल्स 15-सी, इंडस्ट्रियल एरिया गोबिन्दपुरी, सोपाल (म. प्र.)	संरचना हस्तात (मानक किस्म)- IS:226-1975
49.	सीएम/एल-9345 1981-01-23	81-02-01	82-01-31	" "	संरचना हस्तात (साधारण किस्म)- IS:1977-1975
50.	सीएम/एल-9346 1981-01-23	81-02-01	82-01-31	" "	कन्ट्रीट प्रबलन के लिए ठंडी बनी उच्च शक्ति हस्तात की विकृत सरिया- IS:1786-1979
51.	सीएम/एल-9347 1981-01-23	81-02-01	82-01-31	यूनाइटेड ग्रायरन एंड स्टील रिरोलिंग मिल्स, ममलोह रोड मंडी गोबिन्दगढ़-147301 (पंजाब)	संरचना हस्तात (मानक किस्म)- IS:226-1975
52.	सीएम/एल-9348 1981-01-23	81-02-01	82-01-31	विष्णु केबल कं० बी-42 मायापुरी इंडस्ट्रियल एरिया फेज-2 नई दिल्ली-110027	1100 वोल्ट तक कार्यकारी वोल्टताओं के लिए पीवीसी रोहित कवचित एवं प्राकवचित केबल, केबल एलुमिनियम धालकों वाले ऋतुसह केबलों सहित किन्तु कम तापमान में काम आनेवाले केबलों को छोड़कर) IS:694-1977
53.	सीएम/एल-9349 1981-01-23	81-02-16	82-01-31	कृष्णा इलेक्ट्रिकल इंडस्ट्रीज प्रा. लि. 30, इंडस्ट्रियल एरिया, बजमोर जि. मोरेना (म. प्र.)	पोलीएथाइलीन रोहित और कवचित केबल, एलुमिनियम धालकों वाले IS:1596-1977
54.	सीएम/एल-9350 1981-01-27	81-02-16	82-02-15	मीट्रो स्टील इंडस्ट्रीज बी-244, रोड नं० बी न्यू इंडस्ट्रियल इस्टेट उद्योगनगर, ऊधवा	लीन फेजी प्रेरण मोटर, 2.2 कि वा० क्षेपी "ई" रोशन- IS:325-1978

(1)	(2)	(3)	(4)	(5)	(6)
86. सीएम/एल-9351 1981-01-27	81-02-16	82-02-15	बी ग्रार स्टील प्राइवेट प्रा. लि. एस्टोप हिल बडाला बम्बई-400037 (कार्यालय : आसवानी मैशन 120, बीन- शाबाबा रोड, बम्बई-400020)	फिनिश के बाँस्ते सामान्य इंजीनियरी कार्यों के लिए मुठु इस्पात के तार— (क) तापानुशीलित (ख) तापानुशीलित साफ किया धीर देखित (ग) कमकीले खिंचे (घ) धूसर (सूखे खिंचे) धीर (ङ) केवल जस्तीकृत IS:280-1978	
88. सीएम/एल-9352 1981-01-27	81-02-16	82-02-15	" "	केबलों के कवचन के लिए मुठु इस्पात के तार— IS:3975-1979	
87. सीएम/एल-9353 1981-01-27	81-02-16	82-02-15	प्रेमस इंडस्ट्रीज 6, एम आई डी सी इंडस्ट्रियल एरिया मंघेरी (पूर्व) बम्बई-400593	बरेलू एवं सावुश कार्यों के लिए स्विच, 5 धीर 15 अम्पी 250 वोल्ट— IS:3854-1978	
88. सीएम/एल-9354 1981-01-27	81-02-16	82-02-15	बाल आयरन एंड स्टील कं० पट्टेवार दशमेश स्टील रोलिंग मिल्स रेलवे स्टेशन के निकट मंडी गोविन्दगढ़-147301 (पंजाब)	संरचना इस्पात (मानक किस्म)— IS:226-1975	
89. सीएम/एल-9355 1981-01-27	81-02-16	82-02-15	लक्ष्मीनारायण इंडस्ट्रीज 287 साथ रोड गांधी- पुरम कोयम्बटूर-641012	0.75 किवा (750 वाट) तक के ए श्रेणी के रोशन वाले एक फेजी छोटी ए सी बिजली की मोटरें IS:996-1964	
80. सीएम/एल-9356 1981-01-27	81-02-16	82-02-15	पवन इंटरप्राइजेज धोबाटोड शास्तीनगर धनबाद- 826001 (बिहार)	भाग रोधक बैटिस कपड़ा— IS:4355-1977	
81. सी एम/एल-9357 1981-01-27	81-02-16	82-02-15	महाराष्ट्र केपेसिटर्स 28/7 बी 2 ब्लाक एम आई डी सी चिचवाड़, पूना -411019	पावर प्रणालियों के लिए गंड केपेसिटर के बी ए आर 415 किवा, IS : 2834-1964	
82. सी एम/एल-9358 1981-01-27	81-02-16	82-02-15	फेनोवेड पोलीमर प्रा० लि० साकी बिहार रोड बम्बई-400072	टट्टियों के लिए प्लास्टिक की सीटें और डक्कन, टाइप ए खोखले— IS : 2548-1967	
83. सी एम/एल-9359 1981-01-27	81-02-16	82-02-15	शक्ति फूड प्रोडक्ट्स सन्तपन्ना हबेली ह्याल्ड राष्ट्रीय राजमार्ग-7 जिला बंगलोर-562134 (कर्नाटक)	विस्फुट, केवल खुकोज वाली— IS : 1011-1968	
84. सी एम/एल-9360 1981-01-27	81-02-16	82-02-15	एम सी मोजी एंड कं० प्रा० लि० 126, वसन्तलाल शाह रोड कलकत्ता-700053	इस्पात के सटे कब्जे, मध्यम वजन वाले— IS: 3341-1976	
85. सी एम/एल-9361 1981-01-27	81-02-16	82-02-15	एक्सी हाईड्रॉयल इंडस्ट्रीज 7 वा, गू इंडस्ट्रियल एरिया तुपुनशाना, डाकहोदशा, रांची-3	इस्पात के सटे कब्जे, मध्यम वजन वाले— IS : 1341-1976	
86. सी एम/एल-9362 1981-01-31	81-02-16	82-02-15	एवररेस्ट इंजीनियरिंग वर्क्स भक्तिनगर स्टेशन के सामने राजकोट-360002 (गुजरात)	छड़े प्रकार के एक सिलिंडर चार स्ट्रोक वाली जलशीतित डीजल इंजन निम्नांकित रेटिंग के : निकासी: 5.8 किवा (8 बी एच पी) गति: 850 चक्कर प्रति मिनट गवनिग: श्रेणी "बी" विशेष ईंधन खपत: 309 जी/किवा/घंटा (227 जी/बिहापा/एच) IS : 1601-1960	
87. सी एम/एल-9363 1981-01-31	81-02-16	82-02-15	स्टिलपाट्स इंडस्ट्रियल कारपोरेशन मीट्रो मोटर्स के सामने ग्रीबल रोड राजकोट-360002 (गुजरात)	छड़े प्रकार के एक सिलिंडर चार स्ट्रोक वाली जलशीतित डीजल इंजन निम्नांकित रेटिंग के : निकासी: 5.8 किवा (8 बी एच पी) गति: 850 चक्कर प्रति मिनट गवनिग: श्रेणी "बी" एस एक सी: 309 घा/किवा/एच (227 घा/बी एच पी/एच) — IS : 1601-1960	

(1)	(2)	(3)	(4)	(5)	(6)
68. सी एम/एल-9364 1981-01-31	81-02-16	82-02-15	पायोनियर इन्डस्ट्रीज, मेहता इंडस्ट्रियल इस्टेट उमाकान्त पंडित उद्योगनगर मावड़ी प्लाट, राजकोट-360004 (गुजरात)		उच्च एक सिलिंडर चार स्ट्रोक वाले जलशीतिज बीजक इंजन निम्नलिखित श्रेष्ठ के निकासी: 5.8 किवा (8 बी एच सी) गति: 850 चक्कर प्रति मिनट गवर्निंग: थ्रोट "बी" इस एच सी: 300 घा/किवा/मिनट (227 घा/मि हावा/मिनट) IS : 1601-1960
69. सी एम/एल-9365 1981-01-31	81-02-16	82-02-15	सुपर ग्लास इंडस्ट्रीज, जवाहर कालोनी, अमन डेयरी रोड आमन्व-388001 जिला खेड़ा (गुजरात)		बुद्ध स्नेहमापी, 10 प्रतिशत पैमाना IS : 1223 (भाग 1) --1970
70. सी एम/एल-9366 1981-01-31	81-02-16	82-02-15	अनिल रिरोलिंग मिल्स प्रा० लि० 5-ए फेज 1, पीन्या इंडस्ट्रियल एरिया बंगलौर-560058		संरचना इस्पात (मानक किस्म) IS : 226-1975
71. सी एम/एल-9367 1981-01-31	81-02-16	82-02-15	केबिल्स इंडिया, बी-5 इंडस्ट्रियल इस्टेट बालासोर (उड़ीसा)		1100 वोल्ट तक कार्यकारी बोल्टताओं के लिए पी बी सी रोहित केवल एलुमिनियम बालकों वाले IS : 694-1977
72. सी एम/एल-9368 1981-01-31	81-02-16	82-02-15	इस्टर्न कंक्रीट इंडस्ट्रीज, 5, कलाइय रो, कलकत्ता-700001		एन पी 2 थोपी के कंक्रीट पाइप साइज 450 मिमी तक— IS : 458-1971
73. सी एम/एल-9369 1981-01-31	81-02-16	82-02-15	डेज आयरन फाउंड्री 74/ए, बनारस रोड हावड़ा (प. बं.)		उच्चले गुणों के लिए हीटपम्प साइज केवल 90 मिमी— IS : 8035-1976
74. सी एम/एल-9370 1981-01-31	81-02-16	82-02-15	रायपुर वायर्स एंड स्टील लि० 49, इंडस्ट्रियल एरिया रायपुर-492001 (म. प्र०)		परतवार कमानियों (रेल डिब्बों) के निर्माण के लिए इस्पात पिंड और निरन्तर बले बिलेट— IS : 8054-1976
75. सी एम/एल-9371 1981-01-31	81-02-16	82-02-15	सुरक्षा उद्योग 20/54 सील लेन कलकत्ता-700015 (प० ब०)		औद्योगिक सुरक्षा वस्तुएं, टाइप 2, 4, 15 और 16— IS : 6964 (भाग -1)—1973
76. सी एम/एल-9372 1981-01-31	81-02-16	82-02-15	डेयू (इंडिया) प्रा० लि० 300 बी सी राय एवेन्यू दुर्गापुर-713201		संरचना इस्पात के धातु आर्क वेल्डिंग के लिए लाग बड़े इलेक्ट्रोड, सामान्य प्रवेश प्रकार केरोसिन ई-216411 IS : 814 (भाग 1 व 2)—1974
77. सी एम/एल-9373 1981-01-31	81-02-16	82-05-15	हरियाणा जूट एंड जेमिनेटिंग वर्क्स, 95/1/38 कासीपुर रोड कलकत्ता-700002 (प० ब०) (कार्यालय: 33/1 नेताजी सुभाष रोड, मार्शल हाउस, रूम नं० 355, तीसरा तल, कलकत्ता-700001		380 घा/मी०, 68×39 (14 जीत/45 इंच 8×10) तिरपाल के कपड़े से निर्मित परतवार जूट की थोरियाँ— IS : 7406 (भाग 2)—1980
78. सी एम/एल-9374 1981-01-31	81-02-16	82-02-15	अशोक जेमिनेटर्स 28/6 सलिया स्कूल रोड सलिया हावड़ा (प० ब०) (कार्यालय: 125 काटन स्ट्रीट कलकत्ता-700007)		380 घा/मी०, 68×39 (14 जीत/45 इंच 8×10) तिरपाल के कपड़े से निर्मित पर वार जूट की थोरियाँ— IS : 7406 (भाग 2) --1980

(1)	(2)	(3)	(4)	(5)	(6)
79. सी एम/एल-9375 1981-01-31	81-02-16	82-02-15	अग्रवाल स्टील रोलिंग मिल्स जी टी रोड, मंडी सोबिन्दगढ़-147301 (पंजाब)	संरचना इस्पात (मानक किस्म)--- IS : 226-1975	
80. सी एम/एल-9376 1981-01-31	81-02-01	82-01-31	प्रिंसीपल स्टील एण्ड इंजीनियरिंग वर्क्स, 14/4, मथुरा रोड, फरीदाबाद-121003	सामान्य इंजीनियरी कार्य के लिए मृदु इस्पात का तार--- टाइप: काला तार फिनिश: केवल तापानुशीलित IS: 280-1978	
81. सी एम/एल-9377 1981-01-31	81-02-01	82-01-31	डेको इंडस्ट्रीज (इंडिया) ए-99/5, घजीपुर इंडस्ट्रियल एरिया दिल्ली-110052 (कार्यालय: 308/6, शाहजादा बाग पुरानी रोहतास रोड, दिल्ली-110035)	1100 वोल्ट तक कार्यकारी वोल्टता के लिए पी पी सी रोहित केबल और रस्से, खोलदार और खोलरहित, तांबे और एलुमिनियम बालकों वाले (बाहुय उपयोग और कम तापमान में काम आने वाले केबलों को छोड़कर IS: 694-1977	
82. सी एम/एल-9378 1981-01-31	81-02-16	82-02-15	बी कमलम मेच वर्क्स 155/3, कन्नीसेरी रोड ग्राम सम्मानाईचेपट्टी ता० विरुधुनगर, शिवकाशी के निकट (त० ना) (कार्यालय: गीतालय बिल्डिंग 12 ए, थेयरमैन वणमूख नाडार रोड, शिवकाशी-626123 (त० ना)	डिब्बीबंद दियासलाहियां IS: 2653-1980	
83. सी एम/एल-9379 1981-01-31	81-02-16	82-02-15	एन्काम्प इंडस्ट्रीज 8/III, साउथ कार स्ट्रीट विरुधुनगर-626001	अलोट्ट चटखनियां, टाइप 4, 10 मिमी व्यास की 150 मिमी, 12 मिमी व्यास की 150 मिम और 200 मिमी--- IS: 204 (भाग 2)---1978	
84. सी एम/एल-9380 1981-01-31	81-02-16	82-02-15	एड्डो फाउंड्री प्रा० लि० 70 'एक्स' रोड बेलगाछी, हावड़ा	स्लूट धात्व श्रेणी, साइज 350 मिमी--- IS: 2906-1969	
85. सी एम/एल-9381 1981-01-31	81-02-16	82-02-15	जे के स्टील (जे के सिन्थेटिक्स लि० का प्रभाग) रिशरा जि० हुगली (प० ब०) (कार्यालय: 7, कौंसिल हाउस स्ट्रीट कलकत्ता-700001)	गाइड एवं धर्षण रज्जुओं के लिए गोल तार/छड़ रज्जु 38 मिमी तक--- IS: 3623-1978	
86. सी एम/एल-9382 1981-01-31	81-02-16	82-02-15	श्याम लेमिनेटर्स 144/145, जे० एन० मुखर्जी रोड मुसुरी हावड़ा (प० ब०) (कार्यालय: 10/26, अलीपुरपार्क प्लेस) कलकत्ता-700027	380 जी/एम ² , 68×39 (14 ओजेड/45 इन 8×10) तिरपाल के कपड़े से निर्मित परत-दार बूट की बोरियां--- IS: 7406 (भाग 2)---1980	
87. सी एम/एल-9383 1981-01-31	81-01-16	82-02-15	ग्लोब इंजीनियरिंग कं०, 7/27, इंडस्ट्रियल एरिया, कीर्तिनगर	लाइव सिस्टर्ज, प्रिंसीपल मार्स-4 IS: 3793-1986	
88. सी एम/एल-9384 1981-01-31	81-02-16	82-02-15	एरीज एगो वेंट इंडस्ट्रीज प्रा० लि० 64-ए उद्योगनगर, कानपुर-208022	पणुओं के आहारों के पूरक खनिज मिश्रण--- टाइप: 1 और 2--- IS: 1664-1988	
89. सी एम/एल-9385 1981-01-31	81-02-16	82-02-15	एरीज एगो वेंट इंडस्ट्रीज प्रा० लि० 64-ए, उद्योगनगर, कानपुर-208022	बुरी बातों की परिपुष्टि के लिए खनिजों के मिश्रण--- IS: 5672-1970	
90. सी एम/एल-9386 1981-01-31	81-02-16	82-02-15	सी ऐल्कली एंड केमिकल कारपोरेशन आफ इंडिया लिमि० बी० मोहसीना इंटर प्राइजेज का परिसर, घोस 818222 जिला कुर्नूल (आ० प्र०)	बीज संचारने के लिए धिरम के निर्माणों का पुनः पैकिंग-- IS: 4782-1988	

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Deptt. of Civil Supplies)

INDIAN STANDARDS INSTITUTION

New Delhi, the 10th May, 1984.

S.O. 1830.—In pursuance of sub regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulation, 1955, as amended from time to time, the Indian Standards Institution, hereby, notifies that ninety licences, particulars of which are given in the following Schedule, have been granted during the month of January 1981 authorising the licensees to use the Standards Marks :

THE SCHEDULE

Sl. Licence No. No. (CM/L-)	Period of Validity		Name and Address of the licensee	Article/Process covered by the Licensee and the Relevant IS : Designation	
	From	To			
(1)	(2)	(3)	(4)	(5)	(6)
1. CM/L-9297 1980-01-06	81-01-01	81-12-31	Krishna Electrical Industries P. Ltd, 30 Industrial Area, Banmore, Distt. Morena (M.P.)	PVC insulated (heavy duty) un-armoured electric cables for working voltages upto and including 1100.V— IS:1554 (Part I)—1976	
2. CM/L-9298 1981-01-06	81-01-16	82-01-15	Agarwal Steel Inds, Marol Maroshi Road, Marol, Andheri (East), Bombay—400059	Cold worked steel high strength deformed bars for concrete reinforcement— IS : 1786—1979	
3. CM/L-9299 1981-01-08	81-01-16	82-01-15	Nav Bharat Steel Rolling Mills. L.B. Shastri Marg, Bhandup, Bombay-400078	Structural steel (standard quality)— IS: 226—1975	
4. CM/L-9300 1981-01-08	81-01-16	82-01-15	Steel Authority of India Ltd., Alloy Steel, Plant, Durgapur Dist. Burdwan (West Bengal)	Steels for hardening and tempering— IS: 5517—1978	
5. CM/L-9301 1981-01-08	81-01-16	82-01-15	The Modi Oil & General Mills, Mandi Gobindgarh (Punjab)	Structural steel (standard quality)— IS : 226—1975	
6. CM/L-9302 1981-01-08	81-01-16	82-01-15	Em Ess Electricals, A-9 DSIDC Indl. Complex. Rohtak Road, Near Nangloi Delhi—110041	PVC insulated sheathed and un-sheathed cables with copper and aluminium conductors for working voltages upto and including 1100 V (except cables for outdoor use and low temperature conditions)— IS:694—1977	
7. CM/L-9303 1981-01-08	81-01-16	82-10-15	Metal Tubes Pvt Ltd. G.T. Road, Panipat (Haryana)	Steel tubes for bicycle and allied purposes Grade : ERW-CI— IS:2039—1964	
8. CM/L-9304 1981-01-08	81-01-16	82-01-15	Sree Veerappaswamy Steel Rolling Mills, Mathur Village, Mathur Post, Kulathur Taluk, Puddukottai Distt.	Structural steel (ordinary quality)— IS:1977—1975	

(1)	(2)	(3)	(4)	(5)	(6)
9. CM/L-9305 1981-01-08	81-01-16	82-01-15	The Standard Colour Match Works, Virudhunagar Road, Thiruthangal, Sivakasi (TN) [Office : Boopathy Buildings, P.B. No. 222 Sivakasi-626123 (Tamil Nadu)]	Safety matches in boxes— IS:2653-1980	
10. CM/L-9306 1981-01-08	81-01-16	82-01-15	The Jayam 'B' Match Works, 11-4-60, Amavilhottam, Sivakasi (TN) Office: 74/1 Police Station Road Post Box No. 49, Sivakasi-626123 (TN)	Safety matches in boxes— IS:2653-1980	
11. CM/L-9307 1981-01-08	81-01-16	82-01-15	The Jayam Match Works, 724/1&2, Meerampatty, Sivakasi (TN) Office: 74/1 Police Station Road, Post Box No. 49. Sivakasi—626123(TN)	Safety matches in boxes— IS:2653-1980	
12. CM/L-9308 1981-01-08	81-01-16	82-01-15	Sree Manjunatha Pulverisers Pvt. Ltd. 62 Industrial Suburb, Yashwanthpur, Bangalore—560022 (Karnataka) [Office : Sabuvani Building, N.R. Road, Bangalore-560002 (Karnataka)]	BHC WDPC— IS:562-1978	
13. CM/L-9309 1981-01-08	81-01-16	82-01-15	Bitufelt Pvt. Ltd., 123/377, Fazalgarj, Kanpur-208012	Bitumen felts for water proofing and damp proofing type 3, Grade I— IS:1322-1970	
14. GM/L-9310 1981-01-09	81-01-16	82-01-15	Jindal Paper Mills Ltd., 22nd, Mile Stone, Delhi Hapur Road, Ghaziabad	Unplasticised PVC pipe for pot- able water supplies; pressure rating 4 kgf/cm ² - sizes upto and including 110 mm out- side diameter— IS:4985-1968	
15. CM/L-9311 1981-01-12	81-02-01	82-01-31	Maharashtra Electromelt Ltd., Chanda Mul Road, Chandrapur—442401 (Maharashtra) (Office : Second Floor, 'Nirmal', Nariman Point. Bombay—400021)	Cast billet ingots and continuous- ly cast billets for rolling into structural steel (standard qua- lity)— IS: 6914—1978	
16. CM/L-9312 1981-01-12	81-02-01	82-01-31	-do-	Cast billet ingots and conti- nuously cast billets for rolling into structural steel (ordinary quality)— IS:6915-1978	

1	2	3	4	5	6
17. CM/L-9313 1981-01-12	81-02-01	82-01-31	Jay Iron & Steel Co., Jaynagar. Village Devada, P. O. Thanod, Distt. Rajnandgaon (Office : Rungta Nivas, Ganjpara, Durg, M.P.)	Cold worked steel high strength deformed bars for concrete re- inforcement— IS:1786-1979	
18. CM/L-9314 1981-01-12	81-02-01	82-01-31	Vineet Oil Corporation Taldanga, G.T. Road, P.O. Chirkunda—828202 Dist. Dhanbad (Bihar)	Lubricants for rope dressing in service grades 1 & 2— IS:9182 (Pt. III)—1979	
19. CM/L-9315 1981-01-12	81-02-01	82-01-31	Hindusthan Laminators, 3 Cossipore Road, Calcutta-700002 (Office : 130 Cotton Street, Calcutta-700007)	Laminated jute bags manufact- ured from 380 g/m ² ; 68 × 39 (14 oz/45 in; 8 × 10) tarpaulin fabric— IS:7406 (Pt. II)—1980	
20. CM/L-9316 1981-01-13	81-02-01	82-01-31	Kejriwal Iron & Steel Works, 12/2, Girish Ghosh Road., Belurmath, Howrah (Office : 'Drupadi Mansion', 11, Brabourne Road, Calcutta-700001)	Cast iron fittings for pressure pipes for water, gas and sewage Size : (1) Cast iron flanged sockets upto 200 mm ND (Part VIII of IS:1538) (2) Cast iron collars upto 150 mm ND (Part IX of IS:1538) (3) Cast iron double socket 1/2 bands upto 100 mm ND × 90° and C.I. double sockets 1/32 bends upto 150 mm ND × 11 × 1/4° (Part X of IS:1538). (4) Cast iron tees, all sockets upto 250 × 250 mm ND (Part XI of IS:1538) (5) Cast iron double socket tees with flanged branch upto 450 × 100 mm ND (Part XII of IS:1538). (6) Cast iron crosses, all sockets upto 200 mm ND (Part XIII of IS:1538) (7) Cast iron caps upto 100 mm ND (Part XV of IS:1538) (8) Cast iron double flanged 1/4 duckfoot bends upto 100 mm ND (Part XVIII of IS: 1538) and (9) Cast iron flanged tees upto 100 × 100 mm ND (Part XIX of IS:1538)— IS:1538 (Parts I to XXIII— 1976	

1	2	3	4	5	6
21.	CM/L-9317 1981-01-15	81-02-01	82-01-31	Dalmia Laminators, 3, Cossipore Road, Calcutta—700002 (West Bengal) (Office: 103, Cotton Street, Calcutta—700007)	Laminated jute bags manufac- tured from 380.g/m ² ; 68 × 39 (140 g/45 in; 8 × 10) tar- paulin fabric— IS:7406 (Part II)—1980
22.	CM/L-9318 1981-01-15	81-02-01	82-01-31	Lark Minerals Industries, Dhone—518222 Dist. Kurnool (A.P.)	BHC (HCH) DP— IS:561—1978
23.	CM/L-9319 1981-01-15	81-02-01	82-01-31	-do-	DDT DP— IS:564—1975
24.	CM/L-9320 1981-01-15	81-02-01	82-01-31	Andhra Pradesh State Agro Inds. Development Corpn. Ltd., Pesticidal Formulation Unit, 40/212, Station Road, Opp. Bhagyanagar P.O. Kurnool (Taluk), Dist. Kurnool (Office : Agro Bhavan, 10-2-3-, A.C. Guards, Hyderabad—500004)	BHC(HCH) DP— IS:561—1978
25.	CM/L-9321	81-02-01	82-01-31	-do-	DDT DP — IS:564—1975
26.	CM/L-9322 1981-01-15	81-02-01	82-01-31	Sunrise Paint Industries Pvt., Ltd, 45-E, Industrial Area, Sonapat—131001 (Haryana)	Ready mixed paint, red oxide zinc chrome priming — IS:2074—1962
27.	CM/L-9323 1981-01-15	81-02-01	82-01-31	N.C. Chakraborty Fabricators Pvt. Ltd. 69/2, Chetla Road, Calcutta—700027	Tea-chest metal fittings— IS:10(Part IV)—1976
28.	CM/L-9324 1981-01-15	81-02-01	82-01-31	Space Era Fabricators, Plot-81, Industrial Development Area, Kochu Veli, Trivandrum—695021 (Tamil Nadu)	Rocker Sprayer— IS:3062—1974
29.	CM/L-9325 1981-01-15	81-02-01	82-01-31	Photophone Ltd., D-2, 5 Mapusa Indl. Estate, Phase II, Caraswad, Mapusa, Goa (Office : Sardar Vallabh Bhai Patel Road, Bombay—400007)	16mm portable sound and picture cinematograph projectors— IS:4497—1977
30.	CM/L-9326 1981-01-16	81-02-01	82-01-31	The National Tile Works Inds. 14-A, Najafgarh Road, New Delhi—110015	Enamel, interior, finishing only— IS:133—1975
31.	CM/L-9327 1981-01-16	81-02-01	82-01-31	Haryana Chemicals & Pesticides. T/6 Industrial Area, Bahadurgarh (Haryana)	DDT DP— IS:564—1975
32.	CM/L-9328 1981-01-20	81-02-01	82-01-31	Precision Galvanising Works, 14/4, Mathura Road, Faridabad	Mild steel wire for general en- gineering purposes — Finish : Galvanised only — IS:280—1978

1	2	3	4	5	6
33.	CM/L-9329 1981-01-23	81-02-01	82-01-31	The Agro Alloys Mfg. Co., Sobharan, Near Railway Crossing, Tel : Mehsana Distt. Mehsana	Aluminium circles— Grade—19000— IS:21—1975
34.	CM/L-9330 1981-01-23	81-02-01	82-01-31	New Chemi Industries Pvt. Ltd., Ashok Nagar Cross Road No. 1 Kondivlee (East), Bombay—4000067	Malathion WDPC— IS : 2569-1978
35.	CM/L-9331 1281-01-23	81-02-01	82-01-31	Gokak Mills, Division of Gokak Patal Volkart Ltd., Gokak Falls, Distt. Belgaum (Karnataka)	Cotton Belting duck (a) Soft ducks: (1) Variety No. 3, type 28 (2) Variety No. 5, type 32 (b) Hard ducks: Variety No. 11, type 31— IS:5996-1979
36.	CM/L-9332 1981-01-23	81-02-01	82-01-31	Johnson Peddar Pvt. Ltd., Indus- trial Area No. 2. A.B. Road, Dewas (M.P.)	(i) Water closet with P trap; (ii) Washdown water closet, pattern 1 with S trap; (iii) Squatting pan long patterns 630 mm & 580 mm (iv) Squatting pan, orissa pattern 580 mm x 440 mm size; (v) Wash basin flat back, 630 mm x 450 mm, 550 mm x 440 mm and 450 mm x 300 mm sizes; (vi) Urinal bowl type, flat back; (vii) Foot rest; and (viii) Trap for squatting pan P type— IS:2556(Part II & III)—1973; IS:2556(Part IV)—1972; IS:2556(Part VI)—1967; IS:2556(Part X)—1974; IS:2556(Part XIII)—1973.
37.	CM/L-9333 1981-01-23	81-02-01	82-01-31	Artee Minerals, (Pesticides Divi- sion), 15/7, Mathura Road, Faridabad—121002 (Haryana)	BHC (HCH) WDPC— IS:562-1978
38.	CM/L-9334 1981-01-23	81-02-01	82-01-31	R.K. Industries (Regd.), A-83/2, Wazirpur Industrial Area, Delhi—110052.	Domestic gas stoves for use with LPG— IS:4256-1972
39.	CM/L-9335 1981-01-23	81-02-01	82-01-31	Visakha Wire Ropes Ltd., D-15 & D-16, E.E.I. Estate, (Near BHPN Ltd.) Visakhapatnam-530012 (A.P.)	Steel wire ropes for general en- gineering purposes-Sizes upto 18 mm only— IS:2266-1977, IS:2365-1977 & IS:2581-1977

1	2	3	4	5	6
40.	CM/L-9336 1981-01-23	81-02-01	82-01-31	Lily Biscuit Co. (Pvt) Ltd., Unit-II, Police Sation—Amdango Mirhati, Barasat—743201 Distt. 24-Parganas (Office : 3, Ramakanta Sen Lane Ultadanga, Calcutta-700067).	Biscuit Type : Thin arrowroot— IS:1011—1968
41.	CM/L-9337 1981-01-23	81-02-01	82-01-31	Eastern Esses Manufacturers, 26/1C Shiv Krishna Daw Lane, Calcutta—700054 (Office : 203, Manick Tala Main Road, Calcutta—700054).	Protective steel toe caps for foot - wear, having rubber sole, type 2, size 4 to 11— IS:5852—1977
42.	CM/L-9338 1981-01-23	81-02-01	82-01-31	Super Industries, C-1/289, C.I.D.C. Estate, Naroda—382330 Distt. Ahmedabad (Gujarat)	BHC (HCH) DP— IS:561—1978
43.	CM/L-9339 1981-01-23	81-02-01	82-01-31	Bharat Pesticides Industries Pvt Ltd., Gujarat Vepari Maha- mandal Sahakari Audhogik Vasahat Ltd., Odhav, Ahmedabad (Office: 2nd Floor, Motilal Hira- bhai Market, Opp. Rly Station, Kapasai Bazar— Ahmedabad—380002)	Endosulfan EC— IS:4323—1967
44.	CM/L-9340 1981-01-23	81-02-01	82-01-31	Gondana Chemical Works, 18-A, Industrial Area. Richhai, Jabalpur (M.P.) (Office : 1110, Subhash Road., Jabalpur).	Alkyl benzene sulphuric acid (acid slurry)—type 2— IS : 8401—1977
45.	CM/L-9341 1981-01-23	81-02-01	82-01-31	Parvathi Mills, Vadakumbhagom Ward. Quilon—691001 (Kerala)	Grey cotton yarn, grade B, 34s count— IS:171—1973
46.	CM/L-9342 1981-01-23	81-02-01	82-01-31	Industrial Fasteners of Gujarat Pvt. Ltd. Opp. Makarpura, Railway station P.O. Maneja, Baroda—390013	Steel wire for the core of gal- vanised steel reinforced alu- minium conductors for overhead transmission purposes. IS:398(Part II)—1976.
47.	CM HL-9343 1981-01-23	81-02-01	82-01-31	Anusaya Equipment Engineers, Plot No. 15/196 Industrial Estate, Sangli—416416 (Maharashtra)	Horizontal centrifugal pumps for clear, cold fresh water for agricultural purposes— Size Speed Model 100mm 1500RPM AE 100 x100 mm 80mm 1500RPM AE 63 x 65mm Duty Point At 11.0 m head, discharge 15 lps, efficiency 62% and pumps input

1	2	3	4	5	6
					2.6 KW— At 15.0 m head, discharge 14.5 lps, efficiency 60% and pump input 3.6 kW— IS:6595—1972
48.	CM/L-9344 1981-01-23	81-02-01	82-01-31	Kakda Rolling Mills, 15-C, Industrial Area, Govindpura, Bhopal (M.P.)	Structural steel (standard quality) IS : 226-1975
49.	CM/L-9345 1981-01-23	81-02-01	82-01-31	-do-	Structural steel (ordinary quality)— IS : 1977-1975
50.	CM/L-9346 1981-01-23	81-02-01	82-01-31	-do-	Cold worked steel high strength deformed bars from concrete reinforcement— IS : 1786-1979
51.	CM/L-9347 1981-01-23	81-02-01	82-01-31	United Iron & Steel Re-rolling Mills, Amloh Road, Mandi Gobindigar-147301 (Pb)	Structural steel (standard quality)— IS : 226-1975
52.	CM/L-9348 1981-01-23	81-02-01	82-01-31	Vishnu Cable Co., B-42, Mayapuri Industrial Area, Phase II, New Delhi-1100027	PVC insulated sheathed and unsheathed cables with alu- minium conductor only in- cluding weather proof cables (but excluding cables for low temperature condition) for working voltages upto and including 1100 V— IS : 694-1977
53.	CM/L-9349 1981-01-23	81-02-01	82-01-31	Krishna Electrical Industries P.Ltd. 30 Industrial Area, Banmore, Distt. Morena (MP)	Polyethylene insulated and sheathed cables with alumi- nium conductors— IS : 1596-1977
54.	CM/L-9350 1981-01-27	81-02-16	82-02-15	Metro Steel Industries, B-244, Road No. D, New Industrial Estate, Udyognagar, Udhana	Three-Phase induction motors 2.2 kw, Class 'E' insulation— IS : 325-1978
55.	CM/L-9351 1981-01-27	81-02-16	82-02-15	B.R. Steel Products Pvt. Ltd., Antop Hill, Wadala, Bombay-400037 (Office : Vaswani Mansion 120, Dinshaw Vachha Road, Bombay-400020)	Mild steel wire for general engineering purposes for finishes : (a) annealed (b) annealed cleaned & lined (c) bright drawn (d) dull grey (dry drawn) & (e) galvanized only— IS : 280-1978
56.	CM/L-9352 1981-01-27	81-02-16	82-02-15	-do-	Mild steel wire for armouring cables— IS : 3975-1979

(1)	(2)	(3)	(4)	(5)	(6)
57.	CM/L-9353 1981-01-27	81-02-16	82-02-15	Precious Industries, 6, M.I.D.C. Indl. Area, Andheri (East), Bombay-400093	Switches for domestic and similar purposes 5 and 15 A, 250 V— IS : 3854-1978
58.	CM/L-9354 1981-01-27	81-02-16	82-02-15	Bal Iron Steel Co., (Lessees : Dashmesh Steel Rolling Mills), Near Railway Station, Mandi Govindgarh-147301 (Punjab)	Structural steel (standard qua- lity— IS : 226-1975
59.	CM/L-9355 1981-01-27	81-02-16	82-02-15	Lakshmi Narayan Industries, 287, Sathy Road, Gandhipuram, Coimbatore-641012	Single phase small AC electric motors with Class 'A' in- sulation upto and including 0.75 kw (750 W)— IS : 996-1964
60.	CM/L-9356 1981-01-27	81-02-16	82-02-15	Pawan Enterprises, Dhobatand, Shastrinagar, Dhanbad-826001 (Bihar)	Fire resistance brattice cloth— IS - 4355-1977
61.	CM/L-9357 1981-01-27	81-02-16	82-02-15	Maharashtra Capacitors, 28/7, D II Block, MIDC, Chinchwad, Poona-411019	Shunt capacitors for power systems 1 KVAR, 415V— IS : 2834-1964
62.	CM/L-9358 1981-01-27	81-02-16	82-02-15	Phenoweld Polymer Pvt. Ltd. Saki Vihar, Road, Bombay-40072	Plastic water closet seats and covers Type 'A' hollow— IS : 2548-1967
63.	CM/L-9359 1981-01-27	81-02-16	82-02-15	Shakthi Food Products, Sannappana Halli, Balta Halasur Post, Bangalore-Ballary Road, NH-7, Distt. Bangalore-562134 (Karnataka)	Biscuits glucose variety only— IS : 1011-1968
64.	CM/L-9360 1981-01-27	81-02-16	82-02-15	M.C. Mawjee & Co. (P) Ltd., 126, Basantlal Shah Road, Calcutta-700053	Steel butt hinges medium weight— IS : 1341-1976
65.	CM/L-9361 1981-01-27	82-02-16	82-02-15	ACME Hardware Industries, 7th New Industrial Area, Tupundana, P.O. Hatia, Ranchi-3.	Steel but hinges medium weight— IS : 1341-1976
66.	CM/L-9362 1981-01-31	81-02-16	82-02-15	Everest Engineering Works, Opp : Bhaktinagar Station, Rajkot-360002 (Gujarat)	Vertical, single cylinder four stroke water cooled diesel engine of the following rating output 5.8 kw (8bhp) speed 850 RPM Governng Class 'B' SFC 309g/kwh (227g/bhp/h)— IS : 1601-1960

(1)	(2)	(3)	(4)	(5)	(6)
67.	CM/L-9363 1981-01-31	81-02-16	82-02-15	Stilparts Industrial Corpn., Opp. Metro Motors, Gondal Road, Rajkot-360002 (Gujarat)	Vertical, single cylinder four stroke, water cooled diesel engine of the following rating : <i>output</i> 5.8 kw (8bhp) <i>speed</i> 850 RPM <i>governing</i> Class 'B' <i>SFC</i> 309g/kw/h (227g/bhp/h)— ISI : 1601-1960
68.	CM/L-9364 1981-01-31	81-02-16	82-02-15	Pioneer Industries, Mehta Industrial Estate, Umakant Pandit Udyog, Nagar, Movdi Plot, Rajkot-360004 (Gujarat)	Vertical, single cylinder four stroke, water cooled diesel engine of the following rating: <i>output</i> 5.8 kw (8bhp) <i>speed</i> 850 RPM <i>governing</i> Class 'B' <i>SFC</i> 309g/kw/h (227g/bhp/h)— IS : 1601-1960
69.	CM/L-9365 1981-01-31	81-02-16	82-02-15	Super Glass Industries, Jawahar Colony, Amul Dairy Road, Anand-388001 Dist. Kaira (Gujarat)	Milk butyrometers, 10 per cent scale— IS : 1223 (Part I)—1970
70.	CM/L-9366 1981-01-31	81-02-16	82-02-15	Anil Re-rolling Mills Pvt. Ltd. 5-A, I Phase Peenya Industrial Area, Bangalore-560058	Structural steel (standard qua- lity)— IS : 226-1975
71.	CM/L-9367 1981-01-31	81-02-16	82-02-15	Cables India, B-5, Industrial Estate, Balasore, Orissa	PVC insulated cables with alu- minium conductors for work- ing voltages upto and includ- ing 1100 V— IS : 694-1977
72.	CM/L-9368 1981-01-31	81-02-16	82-02-15	Eastern Concrete Industries, 5, Clive Row, Calcutta-700001	Concrete pipes of Class NP 2 upto sizes 450 — IS : 458-1971
73.	CM/L-9369 1981-01-31	81-02-16	82-02-15	Dey's Iron Foundry, 74/A, Benares Road, Howrah (West Bengal)	Shallow well hand pump, size 90 mm only— IS : 8035-1976
74.	CM/L-9370 1981-01-31	81-02-16	82-02-15	Raipur Wires & Steel Ltd., 49, Industrial Area, Raipur-492001 (M.P.)	Steel ingots and continuously cast billets for the manufac- ture of laminated springs (rail- way rolling stock)— IS : 8054-1976
75.	CM/L-9371 1981-01-31	81-02-16	82-02-15	Suraksha Udyog, 20/54, Seal Lane, Calcutta-700015 (West Bengal)	Industrial safety gloves, types 2, 4, 15 and 16 IS : 6994 (Part I)—1973

(1)	(2)	(3)	(4)	(5)	(6)
76.	CM/L-9372 1981-01-31	81-02-16	82-02-15	Dew (India) Pvt. Ltd., Dr. B.C. Roy Avenue, Durgapur-713201	Covered electrodes for metal arc welding of structural steel normal penetration type— ferro-speed E-216411— IS : 814 (Part I & II)—1974
77.	CM/L-9373 1981-01-31	81-02-16	82-02-15	Haryana Jute & Laminating Works, 95/1/38, Cossipur Road, Calcutta-700002 (West Bengal) [Office - 33/1, Netaji Subhas Road, 'Marshall House', Room No. 355, 3rd Floor, Calcutta-700001 (West Bengal)]	Laminated jute bags manufac- tured from 380 g/m ² ; 68x39 (14 oz/45 in; 8x10) tarpaulin fabric— IS : 7406 (Part II)—1980
78.	CM/L-9374 1981 01 31	81 02 16	82 02 15	Ashoka Laminators, 28/6, Salkia School Road, Solkia, Howrah (W.B.) (office: 125 Cotton Street, Calcutta-700007)	Laminated jute bags manufactured from 380g/m ² ; 68 × 39 (14oz/45 in; 8 × 10) tarpaulin fabric— IS: 7406 (Part II)—1980
79.	CM/L-9375 1981 01 31	81 02 16	82 02 15	Aggarwal Steel Rolling Mills, G.T. Road Mandi Gobindgarh-147301(Pb)	Structural steel (Standard quality)— IS: 226--1975
80.	CM/L-9376 1981 01 31	81 02 01	82 01 31	Precision Steel & Engg. Works, 14/4, Mathura Road, Faridabad-121003	Mild steel wire for general engineering purposes Type: Black Wire Finish: Annealed only— IS: 280 1978
81.	CM/L-9377 1981-01-31	81-02-01	82-01-31	Deco Industries (India), A-99/5, Wazirpur Industrial Area, Delhi-110052 (Office : 308/6, Shazada Bagh, Old Rohtak Road, Delhi-110035)	PVC insulated cables and cords for working voltages upto and including 1100 volts sheathed and unsheathed with copper and aluminium conductors (excluding cables for out- door use and low temperature condition)— IS : 694-1977
82.	CM/L-9378 1981-01-31	81-02-16	82-02-15	The Kamalam Match Works, 155/3 Kanniseri Road, Thammanaichenpatti Village, Virudhunagar Taluk, Near Sivakasi (Tamil Nadu) [Office : Geethalaya Building, 12A Chairman Shunmuga, Nadar Road, Sivakasi-626173 (TN)]	Safety matches in boxes— IS : 2653-1980
83.	CM/L-9379 1981-01-31	81-02-16	82-02-15	Alcomp Industries, 8/111, South Car Street, Virudhunagar-626001	Non-ferrous tower bolts type 4, 10 mm dia, 150 mm, 12mm dia, 150 mm and 200 IS : 204 (part II)—1978


(1)	(2)	(3)	(4)	(5)	(6)
84.	CM/L-9380 1981-01-31	81-02-16	82-02-15	Eddy Foundry Pvt. Ltd., 70 'X' Road, Belgachia, Howrah	Sluice valve Class 1 size 350 mm IS : 2906-1969
85.	CM/L-9381 1981-01-31	81-02-16	82-02-15	J. K. Steel (A Division of JK Synthetics Ltd.) Rishra, Distt, Hooghly (W. Bengal) (Office : 7, Council House Street, Calcutta-700001)	Guide & rubbing ropes round wire/rod ropes upto 35/8 mm IS : 3623-1978
86.	CM/L-9382 1981-01-31	81-02-16	82-02-15	Shyam Laminators, 144/145, J. N. Mukherjee Road, Ghusuri, Howrah (West Bengal) (Office : 10/2B, Alipore Park Place, Calcutta-700027)	Laminated jute bags manufac- tured from 380 g/m ² ; 68x39 (1402/45 in; 8 x 10) tarpauline fabric— IS : 7406 (Part II)— 1980
87.	CM/L-9383 1981-01-31	81-02-16	82-02-15	Globe Engineering Co., 7/27, Industrial Area, Kirti Nagar, New Delhi-110015	Live cintres, precision morse 4— IS : 3793-1966
88.	CM/L-9384 1981-01-31	81-02-16	82-02-15	Aries Agro-vet Inds. Pvt. Ltd., 64-A, Udyognagar, Kanpur-208022	Mineral mixtures for supple- menting cattle feeds, type 1 & 2— IS : 1664-1968
89.	CM/L-9385 1981-01-31	81-02-16	82-02-15	-do-	Mineral mixtures for supple- menting poultry feeds— IS : 5672-1970
90.	CM/L-9386 1981-01-31	81-02-16	82-02-15	The Alkali & Chemical Corpn. of India, Ltd., Premises of M/s Mohsina En- terprises, Dhone-518222 Distt. Kurnool (AP)	Repacking of thiram seed dressing formulations— IS : 4783-1968

[No. CMD/13 : 11]

का० आ० 1831—भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1978-06-10 में प्रकाशित तकनीकी नागरिक पूर्ति एवं सहकारिता मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एस ओ 1665 दिनांक 1978-03-23 का अधीन में भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि अधोस्तर पिचकारियों के मानक चिह्न की डिजाइन में संशोधन किया गया है। मानक चिह्न की यह संशोधित डिजाइन शाब्दिक विवरण और तत्सम्बन्धी भारतीय मानक के शीर्षक सहित नीचे अनुसूची में दी गई है।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और इसके अधीन बने नियमों तथा विनियमों के कार्यों के लिए यह मानक चिह्न 1982-09-16 से लागू होंगे :

अनुसूची

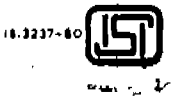
क्रम संख्या	मानक चिह्न की डिजाइन	वस्तु/वस्तु की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक चिह्न का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)
1.	IS: 3237-80 	इंजुलीन और ट्यूबरक्यूलीन इंजैक्शन के लिए अधो-स्तर पिचकारियाँ	IS: 3237-1980 छोटी समाई वाली अधोत्वच पिचकारियों की विभिष्ट (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिनमें 'आई एस आई' शब्द होते हैं, संस्था (2) में दिखाई दी है और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के बाईं ओर भारतीय मानक की परसंख्या तथा वर्ष अंकित किया गया है।

[सं० सी एम डी/13 : 9]

S. O. 1831.—In supersession of the then Ministry of Civil Supplies and Co-operation (Indian Standards Institution) notification number S. O. 1665 dated 1978-05-23 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1978-06-10, the Indian Standards Institution, hereby, notifies that the design of the standard mark for hypodermic syringes has been revised. The revised design of the standard mark together with the title of the relevant Indian Standard and verbal description of the design is given in the following Schedule:

This standard mark for the purposes of the Indian Standards Institution (Certification Marks) Act, 1957 and the Rules and Regulations framed thereunder, shall come into force with effect from 1982-09-16 :

SCHEDULE



Sl. No.	Design of the Standard Mark	Product/Class of Product	No & Title of the Relevant Indian Standard	Verbal Description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.		Hypodermic syringes for insulin and tuberculin injection.	IS: 3237-1980 Specification for hypodermic syringes, small capacity (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard, alongwith its year, being superscribed on the left hand side of the monogram as indicated in the design.

[No. CMD/13: 9]

का० आ० 1832.—भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1973-12-15 और 1974-12-07 में प्रकाशित तत्कालीन औद्योगिक विकास, विज्ञान एवं प्रौद्योगिकी मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एस ओ 3475 दिनांक 1973-11-30 और 1974-12-07 का आंशिक रूप में संशोधन करने हुए भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि प्राकृतिक रबड़ लेटेक्स और सोडा ऐश के मानक चिह्न की डिजाइन का पुनरीक्षण किया गया है। मानक चिह्न की ये पुनरीक्षित डिजाइन, शाब्दिक विवरण और तत्सम्बन्धी भारतीय मानकों के शीर्षक नीचे अनुसूची में दिए गए हैं।

ये मानक चिह्न भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम, 1952 और उसके अधीन बने नियमों और विनियमों के निम्नित प्रत्येक के आगे दी गई तिथियों से लागू होंगी :—

अनुसूची

क्रम सं०	मानक चिह्नों की डिजाइन	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक चिह्न की डिजाइन का शाब्दिक विवरण	लागू होने की तारीख
(1)	(2)	(3)	(4)	(5)	(6)
1.		अमोनिया परिरक्षित सांद्र प्राकृतिक रबड़ लेटेक्स	IS: 5430-6981 अमोनिया परिरक्षित सांद्र प्राकृतिक रबड़ लेटेक्स की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें "आई एस आई" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम में ऊपर की ओर भारतीय मानक की पदसंख्या तथा वर्ष अंकित किया गया है।	1982-11-01
2.		सोडा, ऐश, बुझा हुआ, तकनीकी	IS: 6135-1981 सोडा ऐश, बुझा हुआ, तकनीकी की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें "आई एस आई" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या तथा वर्ष अंकित किया गया है।	82-09-01



[सं० सी एस डी/13: 9]

ए० एस० चीफ, अपर महानिदेशक

S.O. 1832.—In partial modifications of the then Ministry of Industrial Development, Science and Technology (Indian Standards Institution) notification numbers S. O. 3475 dated 1973-11-30 and S. O. 3224 dated 1974-11-22 published in the Gazette of India, Part-II Section-3, Sub-Section (ii) dated 1973-12-15 and 1974-12-07 respectively, the Indian Standards Institution, hereby, notifies that the designs of the standard marks for natural rubber latex and soda ash have been revised. The revised designs of the standard marks, together with the titles of the relevant Indian Standard and verbal descriptions of the design are given in the following Schedule.

The standard marks, for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the date shown against each :

SCHEDULE

Sl. No.	Design of the Standard mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal Description of the Design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.		Ammonia preserved concentrated natural rubber latex	IS : 5430-1981 Specification for ammonia preserved concentrated natural rubber latex (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1982-11-01
2.		Soda ash, fused, technical	IS : 6135-1981 Specification for soda ash, fused, technical (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1982-09-01

[No. CMD/13 : 9]

A. S. CHEEMA, Addl. Director General

साथ और नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

नई दिल्ली, 21 मई, 1984

का.भा. 1832.—केन्द्रीय सरकार, भारतीय मानक संस्था (प्रमाणन चिह्न) विधम, 1955 के नियम 13 के साथ पठित भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम, 1952 (1952 का 36) की धारा 10 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय मानक संस्था से परामर्श करके यह निदेश देती है कि उक्त अधिनियम की धारा 3 के खंड (ख) के अधीन उक्त संस्था द्वारा प्रयोग की जाने वाली किन्हीं शक्तियों का प्रयोग, हरियाणा राज्य के भीतर विनिर्मित की जाने वाली निम्नलिखित वस्तुओं/वस्तुओं के वर्ग के बारे में उद्योग निदेशक, हरियाणा सरकार द्वारा भी किया जाएगा :-

क्रम संख्या	विजली के घरेलू उपकरण	मानक
1.	विजली के इमर्सन वाटर हीटर्स	आई. एस. : 368 - 1977
2.	अपघारण-रिक्त के विजली के स्वचालित वाटर हीटर्स	आई. एम. : 2082 - 1978

3.	विजली की इस्तरि	आई. एस. : 366 - 1976
4.	विजली के स्टोव	आई. एस. : 299/4 - 1965
5.	विजली की हाट प्लेटें	आई. एस. : 365 - 1965
6.	विजली के घरेलू खाद्य मिक्सर (लिक्वीडाइजर्स, ब्लेण्डर्स तथा ग्राइंडर्स)	आई. एस. : 4250 - 1980
7.	विजली के टोस्टर	आई. एस. : 1287 - 1965
8.	विजली के काफी पकौलेटर (बिना-गम्यूलेटर वाली किस्म के)	आई. एस. : 3514 - 1966
9.	घरेलू तथा इसी प्रकार के प्रयोग के लिए विजली की कतलियां तथा जग	आई. एस. : 367 - 1977
10.	कपड़े धोने की विजली की घरेलू मशीनें (गैर-स्वचालित)	आई. एस. : 6390 - 1971
11.	विजली के रेडियेटर	आई. एस. : 369 - 1965
12.	विजली के वाटर-वायलर	आई. एस. : 3412 - 1965
13.	मैक्स आपरेटिङ इलेक्ट्रिक हेयर ड्रायर	आई. एस. : 7154 - 1973
14.	मैक्स आपरेटिङ इलेक्ट्रिक मॉक्स	आई. एम. : 5159-1969

15. खाना पकाने की बिजली के घरेलू घोषन	आई. एस. : 5790 - 1970
16. भाप की इस्तरी	आई. एस. : 6290 - 1971
17. पोर्टेबल, हैंड हेल्ड सेन्स आपरेटिव इलेक्ट्रिक मैसेजरी	आई. एस. : 7137 - 1973
18. पोर्टेबल लो स्पीड फूड ग्राइंडिंग मशीनें	आई. एस. : 7603 - 1975
19. तत्काल पानी गर्म करने वाले बिजली के हीटर	आई. एस. : 8978 - 1978
20. सिंगल वॉलड बैकिंग घोषन	आई. एस. : 8985 - 1978

[संख्या 6 (1) 83 - आई एस आई]

उ. र. कुर्लेकर, उप सचिव

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

New Delhi, the 21st May, 1984

S.O. 1833.—In exercise of the powers conferred by sub-section (1) of section 10 of the Indian Standards Institution (Certification Marks) Act, 1952 36 of 1952, read with rule 13 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Central Government, in consultation with the Indian Standards Institution, hereby directs that any powers exercisable by the said Institution, under clause (e) of section 3 of the said Act shall be exercisable also by the Director of Industries, Government of Haryana in relation to the following articles/class of articles manufactured within the State of Haryana, namely :—

Sl. No.	Household electrical appliances	Standard
1.	Electric immersion water heaters	IS : 368-1977
2.	Storage type automatic electric water heaters	IS : 2082-1978
3.	Electric Irons	IS : 366-1976
4.	Electric stoves	IS : 2994-1965
5.	Electric hot plates	IS : 365-1965
6.	Domestic electric food mixers (Liquidizers, blenders and grinders)	IS : 4250-1980
7.	Electric toasters	IS : 1287-1965
8.	Electric coffee percolators (Non-regulator type)	IS : 3514-1966
9.	Electric kettles and jugs for household and similar use	IS : 367-1977
10.	Domestic electric clothes washing machine (Non-automatic)	IS : 6390-1971
11.	Electric radiators	IS : 369-1965
12.	Electric water boilers	IS : 3412-1965

13.	Mains-operated electric hair dryers	IS : 7154-1973
14.	Mains-operated electric shavers	IS : 5159-1969
15.	Domestic electric cooking ovens	IS : 5790-1970
16.	Steam irons	IS : 6290-1971
17.	Portable, hand-held mains-operated electric massagers	IS : 7137-1973
18.	Portable low speed food grinding machine	IS : 7603-1975
19.	Electric instantaneous water heater	IS : 8978-1978
20.	Single walled baking oven	IS : 8985-1978

[No. 61/83-ISI]

U. R. KURLEKAR, Dy. Secy.,

संचार संशोधन

(डाक तार बोर्ड)

नई दिल्ली, 26 मई, 1984

का. प्रा. 1834.—स्वा. प्रा. संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने टी कलुपट्टी टेलीफोन क्षेत्र में दिनांक 16-6-84 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/84-पी. एच. बो.]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 26th May, 1984

S.O. 1834.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-6-1984 as the date on which the Measured Rate System will be introduced in T. Kallupatti Telephone Exchange Tamil Nadu Circle.

[No. 5-4/84-PHB]

का. प्रा. 1835.—स्वा. प्रा. संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के खंड नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक के आलकोट / मनकदव / चेरुपुझ / रोविकुलम / रामनली. टेलीफोन क्षेत्र में दिनांक 16-6-1984 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-9-84-पी एच बो]

S.O. 1835.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-6-1984 as the date on which the Measured Rate System will be introduced in Alacode/Manakkadavu/Cherupuzha/Pulingom/Ettikulam/Ram-anthali Telephone Exchange Kerala Circle.

[No. 5-9/84-PHB]

का. प्रा. 1836.—स्वा. प्रा. संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने इलवुन्तिट्टा टेलीफोन क्षेत्र में दिनांक 16-6-84 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-9/84 पी० एच० बो०]

आई० आर० भसीन,

सहायक महानिदेशक (पी० एच० बो०)

S.O. 1836.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-6-1984 as date on which the Measured Rate System will be introduced in Elavumthitta Telephone Exchange Kerala Circle.

[No. 5-9/84-PHB]

Y. R. BHASIN, Asstt. Director General (PHB)

श्रम और पुनर्वासि मंत्रालय

(श्रम विभाग)

आदेश

नई दिल्ली, 2 मई, 1984

का० प्रा० 1837.—इससे उपाबद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद श्री बी० एच० उपाध्याय, पीठासीन अधिकारी, औद्योगिक अधिकरण, बंगलौर के समक्ष लंबित पड़े हैं;

और श्री बी० एच० उपाध्याय की सेवाएं अब उपलब्ध नहीं रही हैं;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33-ख की उपधारा (1) के साथ पठित धारा 7 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० एच० लालोग होंगे, जिनका मुख्यालय बंगलौर में होगा और उक्त श्री बी० एच० उपाध्याय पीठासीन अधिकारी, औद्योगिक अधिकरण, बंगलौर के समक्ष लंबित उक्त विवाद के संबंध कार्यवाही को वापस लेती है और उसे श्री बी० एच० लालोग, पीठासीन अधिकारी, औद्योगिक अधिकरण, बंगलौर को इस निर्देश के साथ स्थानांतरित करती है कि उक्त अधिकरण प्रागै कार्यवाही उस प्रक्रम से करेगा, जिस पर वह उसे स्थानांतरित की जाए तथा विधि के अनुसार उसका निपटान करेगा।

अनुसूची

क्रमांक भारत सरकार, श्रम मंत्रालय, पक्षकारों के नाम
नई दिल्ली के आदेश की संख्या
और तारीख

1	2	3
1.	एल-42012/15/83-डी-II(बी)	दूरदर्शन केन्द्र, गुलबर्ग के कर्म- तारीख 13-2-1984 कार और प्रबंधन
2.	एल-29011/70/83-डी-3(बी)	मैसर्स बागलकोट उद्योग लि० तारीख 25-2-84 बागलकोट।
3.	एल-29011/40/73-एल आर०- 4 डी-3(बी)	मैसर्स तुंगभद्रा मिनरल्स(प्र०) तारीख 10-2-84 निमिटेड।
4.	एल-45012/3/83-डी-4(ए)	न्यू मैंगलोर पोर्ट ट्रस्ट, पैरम्बूर। तारीख 15-3-84

[सी-11025/4/83-डी-4 (बी)]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

ORDER

New Delhi, the 2nd May, 1984

S.O.1837.—WHEREAS the industrial disputes specified in the Schedule hereto annexed are pending before Shri V. H. Upadhyaya the presiding Officer, Industrial Tribunal, Bangalore;

AND WHEREAS the services of Shri V.H. Upadhyaya are no longer available;

NOT THEREFORE, in exercise of the powers conferred by section 7A read with sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby constitutes an Industrial Tribunal, the Presiding Officer of which shall be Shri B.N. Lalage with headquarter at Bangalore and withdraws the proceedings in relation to the disputes pending before the said Shri V.H. Upadhyaya Presiding Officer, Industrial Tribunal, Bangalore and transfers the same to Shri B.N. Lalage, Presiding Officer, Industrial Tribunal, Bangalore with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sr. Number and date of the Order No. of the Government of India, Ministry of Labour, New Delhi.	Name of the Parties	
1	2	3
1. L-42012(15)/83-D.II.B Dated 13-2-1984	Workmen and the ma- nagement of Doordarshan Kendra, Gulbarga	
2. L-29011(70)/83-D.III(B) Dated 25-2-84	M/s Bagalkot Udyog Ltd. Bagalkot.	
3. L-29011(40)/73-LRIV/D.III(B), Dated 10-2-84	M/s Tungbhandra Mine- rals (P) Ltd.	
4. L-45012(3)/83-D.IV(A) Dated 15-3-84	New Mangalore Port Trust, Parambur	

[S.11025(4)/83-D-4(B)]

आदेश

नई दिल्ली, 7 मई, 1984

का० प्रा० 1838.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में राजस्थान परमाणु ऊर्जा परियोजना ड्राफ्टर—अणुशक्ति, जिला—चित्तौड़गढ़ (बाया कोटा) के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्याय-निर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेश भूषण शर्मा होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या राजस्थान परमाणु ऊर्जा परियोजना, राबतभाटा के प्रबंधन की अपनी कर्मकारों के से मिश्रा को 1976 से मणीमी अनुरक्षक (मैकेनिकल सेंटनर) का पद नाम न देने की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

[संख्या एल-42012/35/83-डी-II(बी) डी -4(बी)/डी-5]

एम० एस० मंहता, मैसर्स अधिकारी

New Delhi, the 7th May, 1984

ORDER

S.O. 1838.—Whereas the Central Government is of the opinion that an industrial dispute existing between the employees in relation to the Rajasthan Atomic Power Project, P.O.

Anushakti, Distt. Chittorgarh (Via Kota) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of RAPP, Rawatbhata in relation to its workman Shri K. C. Mishra in not giving him the designation of Mechanical Maintainer from 1976 is justified? If not, to what relief the workman is entitled?"

[No. L-42012/35/83-D.II(B)/D.IV(B)/DV]

S. S. MEHTA, Desk Officer

New Delhi, the 23rd May, 1984

S.O. 1839.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Govt. Industrial Tribunal Chandigarh, in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 14th May, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CHANDIGARH

Case No. I.D. 143/83

PARTIES :

Employers in relation to the management of Food Corporation of India, Chandigarh.

AND

Their workman, Shri Fakir Chand.

APPEARANCES :

For the Employers—Shri B. L. Laroia.

For the Workman—Shri O. P. Mehta.

INDUSTRY : Food Corporation of India STATE : Punjab.

AWARD

Dated 8th of May, 1984

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, per their order No. L-42012(13)/83-D.II(B)/D.IV(B) dated the 28th of November 1983, referred the following Industrial disputes to this Tribunal for adjudication :—

"Whether the action of the management of Food Corporation of India in relation to their Hathur Depot, District Ludhiana, in terminating the services of Shri Fakir Chand, Watchman, is justified? If not, to what relief is the workman entitled?"

2. However at the time of filing of reply the Management offered to revoke the petitioner's termination provided he was willing to forgo his claim to back wages. The proposition was accepted by the Workman and, as such, on taking down the statement of his authorised representative and hearing the parties, I hereby return a No-dispute Award in the following terms which are fair to both of them, and in particular to the workman who stands ensured of a gainful employment:—

a. The impugned order of termination dated 1-9-82 stands quashed.

b. As a necessary consequence, the petitioner would be re-instated forthwith at his old post on the same terms and conditions of service as were applicable immediately preceding the termination.

c. The intervening period between the aforesaid termination and re-instatement shall be deemed to be a part of continuous service even though he would not be entitled for any wages. To be precise, it shall be deemed to have been regularised as of leave without pay.

Chandigarh,

8-5-1984.

I. P. VASISHTH, Presiding Officer

[No. L-42012(13)/D.II(B)/D.IV(B)/D.V]

S.O. 1840.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 14th May, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CHANDIGARH

Case No. I.D. 6 of 1984

PARTIES :

Employers in relation to the management of Food Corporation of India, Chandigarh.

AND

Their Workman, Jaswinder Singh.

APPEARANCES :

For the Employers—Shri B. L. Laroia.

For the Workman—Shri O. P. Mehta.

INDUSTRY : Food Corporation of India STATE : Punjab

AWARD

Dated 8th of May, 1984

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, per their order No. L-42012(9)/83 D.II(B)/D.IV(B) dated the 6th of February 1984, referred the following Industrial disputes to this Tribunal for adjudication :—

"Whether the action of the management of Food Corporation of India in relation to their Hathur Depot, District Ludhiana, in terminating the services of Shri Jaswinder Singh, Watchman, w.e.f. 1-9-82 is proper and justified? If not, to what relief is the workman entitled?"

2. However, at the time of filing of reply the Management offered to revoke petitioner's termination provided he was willing to forgo his claim to back wages. The proposition was accepted by the workman and, as such, on taking down the statement of his authorised representative and hearing the parties, I hereby return a No dispute Award in the following terms which are fair to both of them, and in particular to the workman who stands ensured of a gainful employment :—

1. The impugned order of termination dated 1-9-82 stands quashed.

2. As a necessary consequence the petitioner would be re-instated forthwith at his old post on the same terms and conditions of service as were applicable immediately preceding the termination.

3. The intervening period between the aforesaid termination and re-instatement shall be deemed to be a part of

continuous service even though he would not be entitled for any wages. To precise, it shall be deemed to have been regularised as of leave without pay.
Chandigarh.
8-5-1984.

I. P. VASISHTA, Presiding Officer
[No. L-42012(9)/83-D.II(B)/D.IV(B)/D.V]

New Delhi, the 24th May, 1984.

S.O. 1841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur (M.P.) in the industrial dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on the 18th May, 1984.

BEFORE JUSTICE SHRI K. K. DUBE (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR, (M.P.)

Case No. CGIT/LC(R)(22) of 1982

Employers in relation to the Management of Food Corporation of India, Barakhamba Lane, New Delhi.

Versus

Their workmen.

APPEARANCES :

Shri A. C. Das, District Manager, Raipur for the Food Corporation of India.

Shri M. K. Das Gupta, for the Union.

INDUSTRY : Food Storage. DISTRICT : Raipur (M.P.)
Date of Decision 14th May, 1984.

AWARD

By this Reference under section 10 of the Industrial Disputes Act, the Central Government vide its Notification No. L-42011/23/81-FCI/D.IV(A) dated the 27th February, 1982 seeks adjudication of a dispute between the workmen of the Food Corporation of India (hereinafter call the Corporation) and the Management. The dispute is in the following terms :—

“Whether the action of the management of Food Corporation of India in stopping the hardship allowance being paid to the staff of Mandir Hasaud from 1977 is justified? If not to what relief are the concerned workmen entitled?”

Prior to the creation of a food grain depot at Mandir Hasaud, the affected workmen of the Corporation were working at Raipur. In pursuance of a policy of the Union Government, to maintain buffer stocks of foodgrains in the country, facilities had to be provided for immediate storing. The Corporation stored foodgrains in suitable open space for want of sufficient covered storage sheds. Storage of foodgrains in open space was under ‘Cap Storage System’. The Corporation selected certain places for Cap Storage including some abandoned airstrips, and military store depots of the Defence Department.

A depot at Mandir Hasaud was opened in the year 1975 which consisted of several godowns. It is not disputed that at that time Cap Storage was also done at the depot. Whenever posting of the staff at abandoned airstrips depots was done, the workmen and the staff were given hardship allowance. The staff of Mandir Hasaud were given hardship allowance to start with. This Hardship Allowance was stopped with effect from June, 1981 and the workmen therefore raised their demand for continuation of the same. Since the Corporation did not accede to the request of the workmen, a notice of demand was made. The matter then came up before the Assistant Labour Commissioner (Central) Raipur who when failed in his effort to conciliate, reported failure of conciliation to the Central Government and this is how it came to be referred.

Mandir Hasaud Depot is located about 16 kms. from Raipur city on the road going to Mahasamund. Practically all the staff of the depot resides at Raipur and there is hardly any residential accommodation for the staff at the village Mandir Hasaud. The Corporation does not provide any transport facilities to the employees for going from Raipur to Mandir Hasaud and back nor are there any municipal transport facilities during office hours both in the morning and the evening. There is no regular bus stop at the side where the depot is situated. The nearest bus stand is about 2 kms. from the depot. Though the depot is situated on the main road between Raipur and Mahasamund, buses go crowded and do not stop even on request at the Corporation Depot. The Cap Storage System was liquidated in Mandir Hasaud depot is about December, 1981. The Management, stopped the Hardship Allowance as in their opinion the allowance was because of the extra physical hardship to the labourers involved in the Cap Storage system which when liquidated also removed the extra hardships in the work, therefore effecting the Hardship allowance.

The case of the workmen is that the Hardship Allowance was related not to the physical discomfort in the work required to be performed in a Cap Storage System but because they were working in an abandoned place lacking in living amenities and that the allowance sought to compensate them. It was not an extra remuneration but was an allowance for the staff as their Headquarters had been kept at a place which would meet the description of an abandoned place or similar to it. No accommodation was available at the village and the workmen were required to make up and down journey from Raipur and it was to compensate them for such things that Hardship Allowance was paid to them.

The circular which sanctioned Hardship Allowance reads as under:—

“A reference is invited to our circular No. 21-15/74-EP, dated 26/27-5-76, according to which staff posted at Abandoned Airstrips where foodgrains are being stored are eligible for special hardship allowance for 6 months.

The question of granting extra conveyance allowance i. e. actual Bus fare for such staff has been considered. It has been decided that actual transport charges (actual bus fare) incurred by them from their residence to the place of duty at the Air-strips and back, should be reimbursed to them.”

According to the Management, under the Cap Storage System the Workers were exposed to sun and other hazards of weather and their working conditions were bad which necessitated compensation.

The evidence led in this case clearly shows that there were no residential accommodation facilities for the workers at Mandir Hasaud and they were required to go from Raipur. Some of them had to cover about 20 kms to reach depot. Even the evidence led by the Corporation indicates that the depot was 18 kms. away from Raipur. The buses which were not many during the office hours were running over crowded. It was not easy to get accommodation in the buses. Moreover, the workmen had to leave their houses two hours earlier to catch up with the scheduled hours of duties. While returning, it would take usually 2/3 hours to reach home at Raipur. To add to their hardship, there were poor medical facilities in the village. There was no canteen run by the depot, and the village itself being very small, no adequate canteen facilities were available. There were no schools for the children in the village. Therefore, though the headquarters were kept at Mandir Hasaud, the workmen were required to stay at Raipur, the place from where they had been transferred. The workmen therefore had to keep their residence not at Mandir Hasaud but elsewhere at the nearest place and take the trouble of coming upto the site of work. I think this legitimately called for a ‘compensatory allowance’ and the Hardship Allowance was nothing but a compensatory allowance. It was indeed not an extra remuneration for a more arduous work. This position is borne out by the various documents on record. In a letter dated 29-4-1980 Mr. S. C. Majumdar, Regional Manager, M. P. wrote to Shri M. A. Hakeem, Dy. Zonal Manager, F. C. I. Bombay that the workmen posted at Mandir Hasaud had to cover a distance of about 16 kms. for coming from Raipur to the place of work. The workman was required to pay bus fare for coming and going and he had to be legiti-

mately compensated for this fare. Letter by Shri V. K. Shise to Shri J. D. Becha, Manager (Per) F. C. I. Head Office, New Delhi summarised the position thus "The request of the staff for reimbursement of actual bus fare which was referred to earlier was also not acceded to on the ground that the staff posted at Mandir Hasaud are being paid special hardship allowance. Now, if the employees posted at Mandir Hasaud are deprived of the benefit of special hardship allowance beyond 31-12-80, particularly when the reimbursement of actual bus fare being incurred by the official is not made. I feel we are not doing justice to the staff who are working in difficult circumstances." The Hardship Allowance has also to be in relation to the place of work.

Shri A. N. Mishra's evidence leaves no doubt that a workman was required to pay extra bus fare to the extent of Rs. 4-20 per day for going and coming to the depot. A workman who was getting Rs. 400/- per month could ill afford such fare.

I have already indicated about the lack of amenities at Mandir Hasaud which make the living condition unfavourable and call for a compensatory allowance. It would be seen that the workmen at Raipur were in a more advantageous position as they were not required to spend travelling expenses for reaching to their place of work. The workmen transferred from Raipur to Mandir Hasaud were therefore, penalised to this extent and this militates against the principle of equality in wages. I am, therefore, of the opinion that the workmen were entitled to the continuance of the payment of Hardship Allowance to them and it ought to be continued.

No evidence has been led before me to show as to what was the allowance they were getting. It has to be calculated on the basis of the bus fare from Raipur to Mandir Hasaud. Previously, it was about Rs 3/-. Then it became Rs. 4/- and it has been further increased now. I would direct the Corporation to pay hardship allowance to the workmen working at Mandir Hasaud, calculated on the basis of the bus fare which the workmen were required to pay from Raipur to the nearest place where residential accommodation was available to the workmen posted at Mandir Hasaud. In any case, they were entitled to the continuance of the same allowance which was stopped to them from June, 1981. If the same is less than the bus fare prevailing now, it must be increased accordingly.

ORDER

I, therefore, render this award and find that Food Corporation of India was not justified in stopping the Hardship Allowance being paid to the staff of Mandir Hasaud from 1977. They would be entitled to the continuance of the allowance calculated on the basis of the bus fare from Raipur to Mandir Hasaud. If the allowance paid was not sufficient to meet the expense incurred by the workmen at Mandir Hasaud such allowance must be increased. I direct that the Food Corporation of India shall pay Hardship Allowance on the basis stated above to the workmen from the date it had been stopped and continue to pay till such time proper residential accommodation facilities are given to the workmen at Mandir Hasaud.

K. K. DUBE, Presiding Officer.
[No. L-42011(23)/81-FCI/D.IV(A)/DV]

S.O. 1842.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur in the industrial dispute between the employers in relation to the management of Central Coalfields Ltd., Singrauli Area, District Sidhi (MP) and their workmen, which was received by the Central Government on the 18th May, 1984.

BEFORE JUSTICE SHRI K. K. DUBE (RETD.)
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M. P.)

Case No. CGIT/LC(R)(40)/1982

Employers in relation to the Management of Central
Coalfields Limited, Singrauli Area, District Sidhi (MP)

Versus

Their workman Shri B. K. Mishra.

APPEARANCE

Shri S. K. Rao, Advocate for the workman.

Shri P. S. Nair, Advocate for the management.

INDUSTRY : Coal

DISTRICT : Sidhi in
Madhya Pradesh.

Date of Decision : May 14, 1984

AWARD

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947 vide its notification No. L-22012(6)/82-D. IV(B), dated the 11th June, 1982 referred the following question for adjudication:—

"Whether the action of the management of Central Coalfields Limited Singrauli; in relation to Gorbi Colliery, in terminating the services of Shri B. K. Mishra, Electrician with effect from 26-3-78 is legal and justified? If not, to what relief is the concerned workman entitled and from which date?"

Shri B. K. Mishra was appointed as a mazdoor by order dated 11-4-1974 by the Deputy Chief Mining Engineer, Singrauli in the services of Gorbi Colliery. He was promoted as Grade III Electrician by order dated 16/17 January, 1975 by the Deputy Chief Mining Engineer, Gorbi Colliery on which post he was working when he was required to take leave. On or about 8th of March, 1978, he applied for the grant of earned leave from 9-3-1978 to 15-3-1978. According to him, his son who was residing at Katni had fallen sick and he had to attend him immediately. It appears that no order in writing was passed on his application, granting or rejecting leave about that time. According to the workman, he had been verbally assured the grant of leave. He, without waiting for a written order, proceeded on leave. Further according to him, when he reached Katni, he found that his son was suffering from fever. At first he did not take it very seriously but when he consulted a Physician of some merit, it transpired to him that his son was suffering from typhoid and was serious enough. He, therefore, applied for extension of leave and attended on his son. He again applied for extension on 13-4-1978 and lastly, since his son did not recover, he applied for further extension of leave by a registered letter sent on 17-5-1978. The workman Shri Mishra, after his son's health improved, reached Gorbi on 22-5-1978 and reported for duty on the following day i. e. 23-5-1978.

Mishra was not permitted to join. He had submitted his report to the Foreman under whom he was working. The Senior Executive Officer did not permit the workman to join and referred the matter to the Project Officer. On 24-5-1978 the workman was served with an order dated 23-4-1978 through Timekeeper Gorbi, intimating him that he had lost his lien on his appointment because of his continuous unauthorised absence from duty from 9-3-1978. It was also stated that he had lost his lien with effect from 26-3-1978. No departmental inquiry was held against him nor was he given any show cause notice or opportunity of explaining before terminating his services. The workman challenges the termination as being in disregard to the principles of natural justice and that it was void being retrenchment without complying with the mandatory requirements of section 25-F of the Industrial Disputes Act. The workman also challenges the termination on the ground that the authority terminating him was inferior in rank and had no power to bring about such termination.

According to the Management, Mishra had applied for 7 days' leave and had left without waiting for the sanction or permission. He did not join duty on the expiry of the leave and remained absent till 23-5-1978. In terms of Standing Orders, he lost his lien on the job. Alternatively, it was pleaded that remaining absent without leave was a serious misconduct which entitled the Management to terminate his services. He had remained absent for about two months without sanction of leave. On 23-5-1978, when Mishra came to the Colliery, he misbehaved with Mr. R. P. Gupta, Officiating Project Officer, Gorbi. Mishra became violent in the office and acted in a manner seriously prejudicial to discipline. In paragraph 12 of their Statement, the Management pleaded as under:—

"In view of the serious misconduct of remaining absent without permission violent misbehaviour and assault,

it was neither just nor proper to retain the services of Shri B. K. Mishra."

In paragraph 13, the Management stated to the effect that they could have served upon him a charge-sheet and conducted a departmental inquiry but in view of the unauthorised leave remaining absent for 2 months and the violent behaviour of the individual concerned, it was thought extremely difficult to hold a departmental inquiry against such a reckless person. The Management lost confidence in the workman and therefore, his services were terminated with effect from 24-5-1978.

The Management contends that a regular departmental inquiry was not necessary and the mere fact that he had remained absent from duty without getting the leave sanctioned, clothed them with sufficient power to terminate his services forthwith.

In this case, the Management has led no evidence to substantiate the misconduct. Though several opportunities were given, the Management did not care to lead any evidence either to substantiate the charge of assault or of remaining absent without sanction of leave. The applicant has deposed that he had applied for leave and though the leave had not been sanctioned in writing, he was assured that he would be given the leave. He admitted that it being March ending, the Management was hard put to spare him and for ordinary reasons, he would never be permitted leave, but it was the question of his son's illness and he could not neglect to attend him. There is absolutely no evidence of misconduct or assault proved against him. In such a situation, the version of the applicant has to be accepted that no misconduct had been committed by him as alleged by the management. He had produced the medical certificate of his son's illness, therefore, he showed the reasons of absence. The burden placed on him of showing his bona fides in remaining absent for reasons beyond his control has been discharged by him. What would be the effect of remaining absent without sanctioned of leave may however had to be considered.

It would be observed that the Management relied on the Standing Orders applicable to the Establishment that a person remaining absent continuously for more than 10 days without leave or without authority would lose his lien in the job. What weight with them, however was the misconduct of the workman in misbehaving with an officer of the establishment. It is clear that though for this misconduct they should have held a departmental inquiry, charged the workman concerned and after giving him a show cause notice as to why his services should not be dispensed with if the misconduct was proved, dispense with his services. But without resorting to the gamut of a departmental inquiry, they chose to discontinue the services of the workman because they felt that the effect of Standing Orders was that the workman's lien on the post stood terminated by remaining absent for two months as the leave had not been sanctioned. They have tried to put forth the justification for not holding the departmental inquiry on ground that it was not possible as the workman was of violent nature. But barring a mere assertion in the statement, the management has led no evidence to show that the workman had any violent nature or it was impossible to hold the inquiry against him. There is, therefore, no substance in this contention of the management that the departmental inquiry could not be held against the workman. In substance the management dispensed with the services of the workman because in their opinion he had committed misconduct in assaulting a superior officer, without holding a departmental inquiry. Their stand in paragraphs 12 and 13 clearly reveals this position and in my opinion in such a state of affairs, there is no escape from the conclusion that the management had been wrongly advised. The procedure adopted by them was against the principles of natural justice and if it weighed with them that the applicant workman had committed a misconduct, they were necessarily required to hold a departmental inquiry in which the applicant would have an opportunity of defending himself before terminating his services. In all fairness it would then be known whether he had committed any misconduct or not. The order terminating his services is, therefore, illegal and liable to be set aside.

The other stand taken by the management is if the services of the delinquent workman could be dispensed with on the second charge, i. e. for remaining absent without leave and 249G1/84—6

the two charges can be separated, the management would be justified in terminating the services of the workman. I have already stated that the two misconducts were separate and exclusive but in framing their opinion as to whether the delinquent official should be retained or his services should be terminated, the first misconduct had weighed with the management in a great measure with them for taking this decision. Therefore, this would not very much help them. However, I will proceed to examine the charge based on the Standing Orders for terminating the services of the workman. Assuming the Standing Orders applied to the workman. The Standing orders merely speak of misconduct and would not have effect of ipso facto terminating the services of the workman. Once the misconduct was committed, the workman had the right under the services conditions that his services will not be dispensed with for a misconduct unless he had been given an opportunity of showing cause against it. Again if the services were sought to be dispensed with on the ground that the workman had lost his lien, this would be retrenchment which would attract the provisions of section 25-F of the Act. Any termination of services barring the conditions under which the exceptions to section 2 (oo) would apply, would amount to retrenchment and since the Management had not complied with the mandatory requirements of section 25—F, such a termination was void ab initio. In this view of the matter, the termination in this case cannot stand. The termination being void, the datory requirements of section 25-F, such a termination been given that the applicant had been gainfully employed during this period. The applicant workman asserted that he had all along been without employment. He is, therefore, entitled to back wages.

AWARD

For the reasons given above, this award is made as below:—

- (1) The termination of services of Shri B. K. Mishra, Electrician, by the Central Coalfields Ltd, Singrauli with effect from 26-3-1978 was illegal and not justified.
- (2) Shri B. K. Mishra's termination was void *ad initio* and therefore he would be deemed to be in service on the same post. He would be entitled to the back wages and all incidental reliefs such as increments, dearness allowance and bonus.
- (3) There shall be no order as to costs.

K. K. DURE, Presiding Officer.

[No. L—22012(6)/82-D. IV(B)]

New Delhi, the 28th May, 1984

S.O. 1843.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between employers in relation to the management of Food Corporation of India, Jabalpur which was received by the Central Government on the 19th May, 1984.

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, JABALPUR

Case No. CGIT/LC(R)(45) of 1982

Employers in relation to the Management of Food Corporation of India, Jabalpur

AND

Their Workmen.

APPEARANCES :

Shri S. C. Jain, Advocate—for the FCI

Shri S. K. Rao, Advocate—for the Contractor.

Shri Rajendra Menon, Advocate—for the workmen.

INDUSTRY : Food Storage.

DISTRICT : Jabalpur (Madhya Pradesh)

Date of decision—15th of May, 1984.

AWARD

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, referred the following question for adjudication, vide notification No L-2011(2)/82-FCI/D.IV(A), dated 23-6-1982 :

"Whether the action of the Management of Food Corporation of India, Jabalpur, in terminating the services of the workmen, namely, Sarvashri Shanker Lal, Pyarelal, Balwant Singh, Deo Narayan Singh, Awseri Lal, Panaru Prasad and Ram Singh from 5-6-81 is justified? If not, to what relief are the concerned workmen entitled?"

2. The Food Corporation of India (hereinafter called the Corporation) is a statutory body having various offices in India for the purpose of procurement, storage and distribution of foodgrains. It has a depot and office at Jabalpur. For the purpose of handling foodgrains at various stages, it enters into contract to render the desired service with what are known as Handling Contractors. The contract is for a period of two years and tenders are invited for that purpose. The storage of foodgrains, loading and unloading of foodgrains from railway wagons and trucks is done by manual labour. The workman herein contend that they are the labourers engaged by the Corporation. Who employs them, is the principal question in this case.

3. The Corporation contends that they give contracts and in the instant case the contract was given to M/s. R. K. Jain and Co., for a period of two years beginning 26th December, 1979. Under the contract, the Contractor was required to unload the goods from wagons at the Railway Station, transport them from there to Rampur and Mandi Godowns of the Corporation, and to do unloading and stocking in the Godown. Similarly, when stock is issued to fair price shops or is despatched to other needy centres, the Contractor is required to do the work of weighing, loading and despatching operations. For this purpose, the Contractor engages his own labour on the terms and conditions of his own. The Corporation has no voice in the matter of selection of the labour. The Corporation is concerned merely with the work entrusted to the Contractor and not with the workmen employed by the latter. The case of the Corporation there is that the seven persons whose dispute has been referred for adjudication, were also not employed by it. The Corporation further contended that two of the workmen namely Pyarelal and Smt. Shyamabai were caught in the godown in a compromising position. On 4-6-1981, Assistant Manager (Depot) of the Corporation in the presence of Shri S. N. Tokdar, Assistant Manager, and Shri R. K. Jain, Contractor, interrogated Smt. Shyamabai, who had confessed that she had had many sexual inter-course with Pyarelal in Shed No. 3 of the Depot, the last being on 2-6-1981. To safeguard the other female workers from such miscreants, the Assistant Manager directed the contractor not to allow such persons within the shed or godown. On 11-6-1981, the Contractor was attacked by Shankerlal, Deo Narayan, Awserilal, Balwant Singh and Fauzdar. On the same day the FIR was lodged with the police and a case under Sections 341/349/506/147 and 148, IPC was registered against the above persons. It is under these circumstances that Shri R. K. Jain, Contractor, did not permit the above seven persons to continue working with his company.

4. The case of the workmen is that they are the labourers working with the Corporation and are integral part thereof. They have been continuously working for the last about 10/12 years despite the fact that many Handling Contractors have changed. There are 143 Handling Mazdoors, and 20 Ancillary workers at Jabalpur depot. The seven persons in question were amongst them. Their services were terminated by the Corporation arbitrarily and in a high-handed manner which amounts to unfair labour practice. Their case is given in paragraph 9 of their statement and briefly stated is as under :—

- (1) The Corporation engages middlemen at Jabalpur depot and names them as Handling Contractors though these Contractors do not perform any specific work.

- (2) The Handling Mazdoors working at Jabalpur Depot are regular workmen of the Corporation and a change of Handling Contractor does not change their status and they continue to be the workmen of the Corporation.
- (3) The Handling Mazdoors are piece-rated workers and their earnings are dependant on the work done by them. These rates are fixed by the Corporation.
- (4) The Handling Contractors are paid by the Corporation and the Contractors then pay to the labour the basis of the volume of work done by each.
- (5) The Corporation staff keeps on account of the work done by the Mazdoors. The Corporation staff supervises the work of the Handling Mazdoors and keep control over them.
- (6) Mr. R. K. Jain was appointed as the Handling Contractor with effect from 26-12-1979. The Corporation terminated the services of the seven workmen on the plea that the police case was pending against them. The police case was falsely lodged against four persons namely Shankerlal, Balwant Singh, Deonarayan Singh and Awaseri Lal. No police case is pending against the three remaining workmen dismissed by the Corporation, namely Ram Singh, Pyarelal and Panaru Prasad. Even if police case is pending against them, they should at best be suspended till that case is decided. The termination, therefore, was illegal and they are entitled to be reinstated with back wages.

5. As earlier stated, the Corporation is a statutory body and functions within the well-defined Rules of Business. For Jabalpur Depot, it does not engage any departmental labour for the purpose of loading, unloading, handling and doing other jobs in connection with the transport of foodgrains. The Corporation invites tenders and entrusts the contract to the Contractor for this work. At Jabalpur for two years, the Contractor was Shri R. K. Jain & Co. We have to go through these terms of the contract to find out if the concerned workmen and other labour employed by the Contractor could be said to be under the employment of the Corporation.

6. The object of the Contract is that the Contractor is to render all or any of the services given in clause XX and schedule of rates as and when necessary and as directed from time to time by the Regional Manager or an officer acting on his behalf together with such additional, auxiliary and incidental services and operations as may be indicated by the Regional Manager, or the officer acting on his behalf and not inconsistent with the terms and conditions. The service under the contractor was defined to mean performance of any of the items of work enumerated in the schedule of services as elaborated in clause XX including such auxiliary additional or incidental duties, services and operations as may be indicated by the Regional Manager or an officer acting on his behalf.

7. The Corporation thus enters into a sort of service contract, the idea being that the contractor shall render the services indicated by the Regional Manager or the authorised person. It has not employed any labour as such under its muster-roll. The contractor is a person who has, for the purpose of rendering the various services, to keep a team of labour with him who would perform the necessary duties and services.

8. Clause VI lays down that all relations between the contractor and the third parties shall be carried out as between the two principals with reference, in any event, to the Corporation. Therefore, if labour is engaged by the contractor, contract between the labour and contractor would be between two principals and there would be relationship of master and servant between them. The Corporation does not step in as master either actually or fictionally. There was a further obligation on the contractor that he must make the third party fully aware of this position. It may be that the third party remains under some sort of doubt just as in the instant case the various labourers think that they are

the servants of the Corporation and it is for this purpose that this clause was inserted. The Corporation does not figure as principal vis-a-vis the workmen.

9. Clause VII clearly lays down the liability for the labour engaged and some part of it is being quoted verbatim from the contract :—

- (a) "All persons employed by the Contractors shall be engaged by them as their own employees/workers in all respect and the responsibility under the Indian Factories Act, or the Workmen's Compensation Act, or Employees' Provident Fund Act, or any other similar enactments in respect of all such personnel shall be that of the Contractors. The contractors shall be bound to indemnify the Corporation against all claims whatsoever in respect of the said personnel under the Workmen's Compensation Act, 1923 or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the Contractors or not.
- (b) Liability for Personnel.—The Contractors shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund Act, 1952 and the scheme framed thereunder in respect of the labour employed by him....."

Clause VI and VII would leave no doubt that the contractor were required to engage their own labour for the contract service they had to perform. The responsibility of the labour employed by the contractor was his own in all respects. There was no privity of contract between the labour and the Corporation. The relationship of master and servant existed between the contractor and the labour. The contractor had the absolute domain over the services of the labour. He was at liberty whether to engage them as daily-rated workers, time-rated workers, monthly-rated workers or piece-rated workers. There was an absolute discretion except that certain welfare clauses in the contract enjoined on him not to exploit them in any illegal manner. He was bound to pay the minimum wages as fixed under the Minimum Wages Act. The contractor was enjoined to observe all the provisions of all the regulations governing his employment of labour. The statutory requirements of employing industrial labour had to be complied with by him and if he defaulted by the terms of contract, the Corporation could step in to remedy the same. The default in or breach of such conditions would also amount to breach of contract rendering the contract to be terminated at the instance of the Corporation. The facilities which the workmen received by virtue of the contract between the contractor and the Corporation were nothing but welfare provisions taken out from various Statutes for the better conditions of the labour. This, however, did not give any right to the workman to enforce the breach of term between the contractor and the Corporation as though it were an incident of the service or employment. The workers remained the servants of the contractor without any privity of contract with the Corporation. No provisions of the Statute were brought to my notice as would make the Corporation liable for breach of any of the provisions of industrial law when the labour was engaged in the service of the contractor for the benefit of the Corporation. No such provisions have been brought to my notice as would make the Corporation liable to the labour on the assumption that the benefit of the work done was reaped by the Corporation and the contract with R. K. Jain and Co. availed only in casting a veil over the real nature of employment which under such statutory provision would be with the Corporation. That being so, in my opinion, contract of service with M/s. R. K. Jain and Co., determined the rights of the parties to it and did not seek to create that the contractor was an intermediaries but the contractor was in fact the master. The Corporation even by fiction was not created the employer. The gist of contract was that the service was required to be rendered to the Corporation though this may be performed by the workmen in question or any other labour engaged by the contractor. The contractor is responsible for the supply of adequate and sufficient number of labourers to the Corporation.

10. Clause XII is important and would throw good deal of light on the nature of relationship between the workmen and the Corporation. The clause reads as under :—

"Liability of Contractors for losses etc. suffered by the Corporation :

- (a) The contractors shall be liable for all damages demurrages, wharages, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractors negligence and unworkman-like performance of any services under this contract breach of any terms thereof or their failure to carryout the work with a view to avoid incurrence of demurrages etc. and for all damages or losses occasioned to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent or otherwise of the contractors themselves or their employees. The decision of the Regional Manager regarding such failure of the Contractors and their liability for the losses, etc., suffered by Corporation shall be final and binding on the contractors.
- (b) The Corporation shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by them due to contractor's negligence and unworkman-like performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time, hereafter may become due to the Contractors under this or any other Contract with the Corporation. In the event of the sum which may be due from the Corporation aforesaid being insufficient the balance of the total sum claimed, and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit furnished by Contractor as specified in para XI. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractors shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.
- (c) In the event of default on the part of the Contractors in providing labour, weighing scales, weights etc. and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the Regional Manager or any officer acting on his behalf the Regional Manager shall without prejudice to other rights and remedies under this Agreement, have the right to recover by way of compensation from the Contractors a sum of rupees one hundred or such lesser sum per day or part of a day of the default as the Regional Manager in his absolute discretion may determine and the decision of the Regional Manager on the questions whether the contractors have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation and as to the quantum of such compensation shall be final and binding on the contractors.
- (d) The contractors shall be responsible for the safety of the goods from the time they are loaded on their trucks from Railway station or siding godowns, until they have been unloaded from their trucks at godowns or at other destinations. They shall provide tarpaulins on decks of the trucks at so as to avoid loss of grain etc., through the holes/crevices in the decks of the trucks. They shall deliver the number of bags and the weight of foodgrains fertilisers etc. received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damage during transit. The Regional Manager will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the Contractors for such loss, and the amount to be recovered from them. The decision of the Regional Manager in this regard shall be final and binding on the contractors."

It would be seen that if the labour was employed by the Corporation and if they were their employees, then how was it that the Controller would be responsible for the negligence of such workman. It is only if the labour were the employees of the contractor that the contractor shall be responsible for their acts and for the damage done by them.

The reimbursement clause therefore, really makes out that the work and services rendered by the contractor is through the instrumentality of his workmen and he is to shoulder all responsibility about them for negligence and damage to the Corporation. The terms of contract, therefore, clearly indicate that the above workmen or their companions were not the servants of the Corporation.

11. I may also refer to the oral evidence in this regard. MW-1 Ismail stated that the Corporation has not engaged any worker for the handling, and transportation of foodgrains. The contractor has to employ his own labour for executing the services. In fact the Corporation does not engage any labour and has no authority to do so. The Corporation has no control over the labour employed by the Contractors and indeed the Corporation is concerned with the services that have to be rendered under the contract. The workmen who entered the witness box had to admit that they had not been given any letters of appointment by the Corporation nor they were sponsored by the Employment Exchange. They were piece-rated workers and they worked as it pleased them. There was no question of seeking any relief from the Corporation. They have not produced any receipt of payment of wages received by them from the Corporation. They had also to admit that they had filed an application under section 33(c)(2) of the Industrial Disputes Act against the previous contractor claiming payment of bonus. Similar application had also been filed against R. K. Jain and Co. No such application was made against the Corporation. Therefore, their own conduct shows that they were employees of the Handling Contractor and not that of the Corporation. It appears that these contractors had ready specialised labour which they engaged whenever they got the contractor. The labourers, therefore, continued to get the employment and doing the work of handling, loading and unloading of wagons but that does not mean that they have been all along the employees of the Corporation. I am constrained to hold from the overwhelming evidence on record that the seven labourers were not the employees of the Corporation.

12. It was urged that the Reference assumes that the workmen were employees of the Corporation and that the Tribunal will have no jurisdiction to go behind this assumption. I do not agree with this suggestion. I have jurisdiction only if there is an industrial dispute between the workmen and their master i.e., the management of the Corporation. I had, therefore, necessarily to find out first as to whether the seven persons were employees of the Corporation or not.

ORDER

I, therefore, render this Award by holding that the seven persons are not the employees of the Corporation and they are not entitled to any relief against the Corporation. In the peculiar circumstances of the case, there shall be no order as to costs.

Dated : May 15, 1984.

[No. L-42011(2)/82-FCI/D.IV(A)/D.V]

S.O. 1844.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Neamatpur Central Workshop of Messrs Eastern Coalfields Limited, P.O. Sitarampur (Burdwan) and their workmen, which was received by the Central Government on the 22nd May, 1984.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 65/82

PRESENT:

Shri J.N. Singh,
Presiding Officer,

PARTIES:

Employers in relation to the management of Neamatpur Central Workshop of M/s. Eastern Coalfields Ltd, P.O. Sitarampur, Dist. Burdwan.

AND

Their Workman

APPEARANCES:

For the Employers—Shri B. Joshi, Advocate

For the Workman—Shri D. Mukherjee, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 8th May, 1984.

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012 (54)/82-D. IV (B) dated the 14th July, 1982.

SCHEDULE

“Whether the action of the management of Neamatpur Central Workshop of M/s. Eastern Coalfields Ltd., P.O. Sitarampur, Dist. Burdwan not to regularise/absorb Sri Bisheswar Shaw on their roll with effect from 1979 is justified? If not, to what relief is the workman concerned entitled?”

2. The case of the workman Sri Bisheswar Shaw is that he was originally appointed as Co-operative worker by the erstwhile management. The said management of Neamatpur Central Workshop started a Canteen as per statutory obligation and for running the Canteen the management recruited one canteen Manager Sri Shanti Ranjan Chatterjee and 2 other employees for doing other jobs in the Canteen. Sri Shanti Ranjan Chatterjee was receiving wages of Grade II Clerk and all the aforesaid 3 workmen were permanent employees of the Company.

3. It is then alleged that during the year 1978 Sri Shanti Ranjan Chatterjee was transferred from Canteen to the office of the Workshop and as there was difficulty after his transfer in smooth running of the Canteen the management transferred the concerned workman Sri Bisheswar Shaw in the Canteen in place of Sri Shanti Ranjan Chatterjee in the year 1979 and since then the concerned workman has been working in the Canteen in place of Sri Shanti Ranjan Chatterjee under the direct control and supervision of the management.

4. It is then alleged that though 2 other workmen of the Canteen are getting their wages from the management but as the concerned workman is an active member of his union the management in order to victimise him has been paying him wages arbitrarily and illegally through co-operative styling him as a co-operative employee though he is a workman working in the Canteen. It is submitted that the action of the management in disbursing wages to the concerned workman through vouchers by styling him as employee of Canteen is illegal. The concerned workman through his union made a demand for regularising him as an employee of the Canteen and though note-sheet was also moved to the head-quarter but the concerned workman was not regularised or absorbed on the roll of the management. An industrial dispute was thereafter raised and the demand of the union is that the concerned workman should be regularised as permanent employee under the management with effect from 1979 and should be paid his wages and other benefits which was paid to Sri Shanti Ranjan Chatterjee.

5. The defence of the management, however, is that there was never any relationship of employer and employee between the management and the concerned workman and that the concerned workman was and is an employee of the Employees Co-operative which is a separate body having its distinct identity. It is stated that the management of Neamatpur Workshop requested the employees of Co-operative Committee to depute a person in the Canteen on part-time as the Canteen was going to stop for want of hands. This was agreed to by the Co-operative Committee and the concerned workman was deputed by the Co-operative Committee to work in the canteen without any wages from there because he was getting remuneration through vouchers from the Co-operative Committee of Neamatpur Workshop. It is also stated that the co-operative is the real employer of the concerned workman and that has been deputed by the co-operative to work in the

Canteen and therefore there is no question of regularising or absorbing him by the present management in the canteen nor the workshop Manager has got any authority to do so. According to the management the concerned workman is working in the canteen on behalf of the Co-operative Committee and he is an employee of the Co-operative.

6. On the above grounds it is prayed that the Reference be decided in favour of the management.

7. The point for consideration is as to whether the action of the management of Neamatpur Central Workshop not to regularise/absorb the concerned workman on their roll with effect from 1979 is justified. If not, to what relief is he entitled.

8. From the evidence adduced by the parties it will appear that the canteen in question is situated within the premises of the Neamatpur Workshop. It is also in evidence that there is one consumer co-operative store in the workshop premises. Sri A.C. Das is the Manager of the workshop and he was also Chairman of the Co-operative Store. It is admitted by him in paragraph 10 of his cross-examination that the workshop and the canteen belonged to erstwhile owner and the canteen is a part of the workshop. It is also admitted that the canteen and the workshop was nationalised and came under the present management. It is also admitted that under the Mines Act it is the statutory duties of the management to maintain a canteen. In paragraph 12 of his cross-examination this witness has admitted that the management is bound to provide canteen staff and one Sri Shanti Ranjan Chatterjee was working as Manager of the canteen but he was transferred from the canteen to office in the year 1978. It is also not disputed that at present 2 workmen viz. Sri Kalipada Ghosh and one Sri Jagabandhu Mondal are working in the canteen and are employees of the present management. It is also admitted that the utensils, electricity, working in the canteen and are employees of the present management.

9. From the evidence of both the sides it will appear that the canteen in question caters the need of the employees of the workshop and Neamatpur Store and mostly tea and snacks are supplied to the employees on credit. Credit bills are prepared in a month and are sent to the Manager and the amount due from each employee is deducted monthly from their wages. This work of preparing credit statement is being done by the present workman Sri Bisheswar Shaw since the year 1979. Sri Bisheswar Shaw is admittedly an employee of the co-operative store and this fact is borne out from his written statement also. His case, however, is that as he is now working in the canteen he should be regularised and absorbed as permanent employee of the present management. As against this the definite case of the management is that Sri Bisheswar Shaw was and is an employee of the co-operative store and he was deputed by the co-operative store in the canteen to prepare credit memos. According to the management witnesses all the materials required for preparing tea and snacks are supplied by the co-operative store and tea and snacks are supplied to the employees of the workshop and store on credit.

10. It is admitted by the workman in this evidence as well as in the written statement that he was originally an employee of the co-operative store. This fact is also proved from the salary sheet Ext. M-3 and M-3/1 for the month of March, 1980 and June 1979 showing that the salary sheet of the concerned workman along with 2 others who were employees of the co-operative store were prepared and the concerned workman got his salary by vouchers Ext. M-2 & M-2/1. These documents clearly prove that at least till April '80 the concerned workman was an employee of the co-operative store though he was deputed to work in the canteen. Ext. M-1 is a proceeding of the Board of Directors of the co-operative store dated 6-7-79 in which it was unanimously resolved that for the interest of the co-operative store 6-7-resolved that for the interest of the co-operative store the charges of the workshop canteen may be taken by the co-operative and the canteen will run on no loss no profit system. Sri A.C. Das, MW-1 Manager of the workshop was ex-officio Chairman of the Co-operative Committee and he was present in the said meeting. It is the case of the management that on the basis of this resolution the canteen was put in charge of the co-operative store and the co-operative store started running it on no loss and no profit basis and that the concerned workman who was an employee

of the co-operative store was deputed by the co-operative store to work in the canteen on behalf of the co-operative store. Though MW-1 as also other management witnesses have stated that the concerned workman did only part-time work in the canteen but it is admitted by them in their cross-examination that the concerned workman worked in the canteen throughout its working hours. This is admitted by MW-1 also in his cross-examination.

11. It is in evidence of both the parties that the duty of the concerned workman was to prepare credit statements of the materials supplied to the employees and submit the same to the management who used to deduct the amount from the pay sheet of the employees and the amount is to be paid to the credit of the co-operative store. Ext. M-5 series are the recovery lists which were prepared by the concerned workman showing the materials given credit to the employees. All these documents bear the signature of the concerned workman as employee of the co-operative store. These documents would also indicate that the articles were supplied by the co-operative store. The said credit memos of deduction list were sent to the Manager under the signature of the concerned workman and he put his signature on the same on behalf of the co-operative store praying to arrange payment of the same to the Co-operative store. The last line of all these letters are as follows :

"Kindly arrange to pay the same to our co-operative store at your earliest."

Ext. M-4 series would show that the management prepared credit vouchers directing payment of the amount to the Co-operative store. This has continued upto 12-8-83. These documents thus clearly indicate that the credit account was prepared by the concerned workman on behalf of the co-operative store and the amount after deduction from the wages of the employees were also paid to the account of the co-operative store.

12. During evidence it has been stated on behalf of the workman that the co-operative store was closed since October 1982 and since then the workman concerned has not received any pay from the co-operative store. According to the management, however, the co-operative store is still running. No authentic document has been filed by either side to prove that the co-operative store is either running or was closed in the month of October '82. But Ext. M-4/1 would indicate that at least till 12-8-83 the amount deducted from the wages of the employees on account of canteen dues was credited to the Employee Co-operative Stores Ltd. which clearly shows that the co-operative store was running even after October '82 and the contention of the workman that it was closed in October '82 is not proved.

13. Thus all these documents clearly prove that the concerned workman was working in the canteen on behalf of the co-operative store and he used to prepare the credit memos and received payment of the same from the management. On the above documents, therefore, it is not proved that the concerned workman was an employee of the canteen under the present management. Though the workman has examined WW-1 Sri Kalipada Ghosh an employee of the canteen to say that the concerned workman was working as an employee of the canteen, but this fact is belied from the authentic documents on record whose genuineness has not been challenged. Thus from the above documents it is clearly shown that there was no relationship of employer and employee between the present management and the concerned workman and the concerned workman was all along working as an employee of the co-operative store. Ext. M-6 series are the wage sheets which also prove that no payment was ever made to the concerned workman by the management. This fact is also admitted by the workman himself and he has stated that he never received any appointment letter from the management.

14. The management has also filed Ext. M-7 the delegation of power to show that the manager has got no power to make any appointment in the canteen or in the workshop itself.

15. The workman, however, has filed Ext. W-1 which is minutes of discussion dated 10-6-81 regarding the concerned workman. This discussion would show that in the meeting the union contended that Sri Bisheswar Shaw an employee of the Neamatpur Central Workshop Co-operative Store is being

engaged to work in the canteen and since his services are being utilised directly by the co-operative for the workers of the workshop, Sri Shaw should be absorbed in the roll of the company. It was agreed that the matter with full case history will be referred to the competent authority at Sanctoria with recommendation of the Addl. Chief Engineer (E&D) if any. The Manager, Sri Das MW-I has admitted (E&M) if any. The Manager, Sri Das MW-I has admitted cision was taken by the management. From this minute of discussion also it is clearly proved that the concerned workman was an employee of the Neamatpur Central Workshop Co-operative Store and his services were being utilised by the Co-operative though it was for the workers in the workshop. Thus this document also does not prove that the workman concerned was working in the canteen for the management. The documents on the record clearly indicate that the concerned workman was working in the canteen on behalf of the co-operative store and not on behalf of the management.

16. In such circumstances it cannot be held that there was any relationship of employer and employee between the management and the concerned workman.

17. During the course of argument it was urged on behalf of the management that the workshop in question is not situated within the precincts of a mine and that the workshop is a factory and so it does not come under the definition of the mine as defined in the Mines Act and on this score the concerned workman cannot be held to be a person engaged in a mine and so the Reference is improper. But this plea has not been taken in the written statement filed on behalf of the management and so though this is a good ground for the management but as it was not taken in the pleadings no decision on this point is necessary.

18. Considering these, I hold there was never any relationship employer and employee between the management & the concerned workman and in such circumstances there was no question of absorbing or regularising him as a permanent employee of the canteen from the date as mentioned in the terms of Reference or from any future date.

19. It is accordingly held that the action of the management not to regularise or absorb the concerned workman on their roll with effect from 1979 is justified. The concerned workman, therefore, is not entitled to any relief.

20. The award is passed accordingly.

J. N. SINGH, Presiding Officer

[No. L-19012(54)/82-D.IV(B)]

New Delhi, the 29th May, 1984.

S.O. 1845.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of M/s. J. & K. Minerals Ltd., Jammu and their workmen, which was received by the Central Government on the 23rd May, 1984.

BEFORE SHRI O. P. SINGLA : PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I. D. No 119/81

Workmen

Versus

J. & K Minerals Ltd.

Application No. 250/81 to 392/81
relating to 143 workmen of J & K
Minerals Limited.

APPEARANCES :

Shri A. K. Takku for the Management of J. & K.
Minerals Limited.

Shri K.R. Khajuria for the workmen

AWARD/ORDER

It is expedient and proper to make award/order in reference No. 119/81 and in the 143 applications under section 33 (2) (b) of Industrial disputes Act, 1947, together.

2. The Central Government, Ministry of Labour vide No. L-24011/1/81/D. IV (B) dated 10-8-81 made reference of the following dispute to this Tribunal for adjudication:—

“Whether the action of the management in forcing the workers to work in non-Gorakhpuri groups in the different shifts and Mines during January, 1981 and subsequently in stopping Gorakhpuri workers from different dates by suspending them from duty is justified? If not, to what relief are the workmen concerned entitled?”

3. The management of J. & K. Minerals Ltd. Jammu on 29-8-81 through their Chief Mining Engineer applied to this Industrial Tribunal for approval of their action of termination of services of 143 workmen on the ground of proved misconduct relating to wilful continued absence from duty proved in a domestic enquiry conducted by two officers of the Corporation. The workers whose services were terminated were said to have simultaneously informed that they should collect their one month's wages required to be given to them under sub-section 2 of section 33 of Industrial Disputes Act 1947.

4. The Management intimated that the termination of service was not for misconduct connected with the dispute referred by the Central Government to the Industrial Tribunal and approval was being sought only because of the pendency of the dispute before the Tribunal for misconduct proved otherwise. The names of 143 workmen are given in the list annexed herewith.

5. The workmen in the Industrial dispute referred to this Tribunal made application that the dismissal of the workmen during the pendency of the industrial dispute before this Tribunal was against principles of natural justice and that the status quo be maintained and the workers be allowed to resume duty. The application could not be allowed and the pleading of the parties made now be adverted to.

6. In the claim statement submitted by the Joint Action Committee of Kalakot Coal Mines Workers in the industrial dispute referred, it was pleaded that the J & K Minerals Ltd. discontinued work without any notice. The Management alleged that the working of the shift was discontinued on the complaint of the workers but the complaint produced before the so-called enquiry proved fictitious. The Order of enquiry was made by Chief Mines Engineer that it be started from 20-1-81 but the Mines Manager Bargoa over-ruled him and ordered enquiry to start from 20th January, 1981. The notice in the enquiry was not served in Hindi and the enquiry was got started from 23-1-81 without giving any charge sheet to the workers. The workers were ready to work but the Management did not give them any order in writing and during the enquiry no record was produced before the Enquiry Officers. The Management kept quiet upto 8-1-82 regarding alleged indiscipline and took no action against two workers who complained of fighting amongst themselves and created doubt that this was a clever move behind the curtain to remove those workers. The workers were not supplied the copies of the outcome of the enquiry proceedings nor paid suspension allowance. Annexed with the claim statement copy of the letter of his to the Enquiry Officer dated 12-3-81 and other documents.

7. The Management of J & K Minerals Ltd. Jammu pleaded that the petitioners' claim was wholly incorrect and shifts were never discontinued. A proper notice was said to have been served by the Management calling upon the workers to either report to duty immediately or show-cause for extension. They did not do so and an enquiry was conducted by the Enquiry Committee and the enquiry papers revealed that the enquiry was on the basis of material gathered by it pointing to the unequivocal conclusion that the absence of the workers from duty was without any justification and that is why action was taken by the Management. The entire record relevant for the enquiry was produced before the committee.

8. In view of the fact that the claim-statement of workmen did not deal specifically with the manner in which the reference was made to the Tribunal the technicalities were ignored and K. R. Khajuria was allowed to make a detailed statement in the reference and he was cross-examined by the Management. Mr. A. K. Makku, Mines Manager was also allowed to make detailed statement for the Management and he was cross-examined by the workmen. Affidavits filed by them have been taken on record.

9. The evidence in the reference and the applications is inter-related and, therefore, the two matters are examined together.

10. The reference related to the induction of Gorakhpur workers in non-Gorakhpur workers' Group and subsequent stopping Gorakhpur workers from working by suspending them from duty. If the dismissal is not for the reasons aforesaid, no prior permission of the Tribunal was necessary for their dismissal. The first question to be decided is whether the dismissal of the workmen relates to the action of the Management in forcing the workers to work in non-Gorakhpuri Worker's Groups in different shifts in Mines from January, 1981.

11. K. R. Khajuria in his statement had first tried to show that certain non-Gorakhpuri workers like Hari Singh, Mohd. Jaman, Prem Chand and Laxman were forced into Gorakhpuri Groups, but, in further examination in chief he had to change his deposition to what was the truth, he stated as under:—

"These were 18 workmen who were distributed into 9 Gorakhpuri Groups, and all the G. P. groups refused to work and CME was requested not to allow them to work, as their own wages would decrease".

In cross-examination he had further to say as under :

"Gorakhpuri Groups were 7 or 8 excluding Rama Shanker's Group who was made mate in June, 1981. Ram Surat's Group was broken on 5-1-81. It was Gorakhpuri Group. This group was broken as Mines Manager Mr. Takku called from workers of that group and only to create in-fighting among the groups and to give benefits to Gaja Prashad in that group as mate and who advanced Rs. 500/- as per record. No disciplinary action was taken against him. It is incorrect that the group had been broken for in-fighting on or before 5-1-81. I do not know if that group had in fighting before and in July, 1980 and had apologized. But I came to know during enquiry proceeding of that apology MX 1 and MX 2 are correct and were tendered there. . . . Ram Surat's Group was distributed first among three groups, then, on 8-1-81, it was divided into 9 Gorakhpuri Groups."

12. The position, thus, clearly emerges that one Gorakhpuri Group was distributed first in three Gorakhpuri groups and then in 9 Gorakhpuri groups and it was not a case of non-Gorakhpuri workers being forcibly inducted in Gorakhpuri Groups. The reason why Ram Surat's groups workers were resisted by the other 9 Gorakhpuri Group was also a different one, it would decrease their wages by increasing the members in each group.

13. It becomes patent, therefore, that the trouble did not start in relation to the forcing of Gorakhpuri workers in Non-Gorakhpuri groups in different shifts in January, 1981, and in stopping Gorakhpuri workers from working by suspending them from duty. The trouble started when Ram Surat's Gorakhpuri Group was distributed into 9 Gorakhpuri groups, which refused to admit them and suspended work on their own by declaring their total opposition to the inclusion of Ram Surat's Gorakhpuri-Group-worker. The Management did not suspend them in order to stop them from working. It is the workmen (Gorakhpuri Group workers) who stopped work themselves because they would not work alongwith Ram Surat's Group Gorakhpuri workers on their distribution among 9 Gorakhpuri Groups. It is clearly seen that the disciplinary action against the workers was on a different footing and was not on a ground which was the term of reference in the industrial dispute and, therefore, under section 33 of Industrial Disputes Act, 1947, the Management was not obliged to seek prior permission of this Tribunal before dismissing the workmen, and the only requirement under section 33 (2) (b) of the Act was to seek approval of this Tribunal for the action taken by them.

14. For the reasons aforesaid, the action of the Management in suspending the workmen has to be upheld because this followed the Gorakhpuri workers' refusal to work, when

Ram Surat's Gorakhpuri Group workers were inducted in the other 9 Gorakhpuri Groups. The action of the Management was not unjustified, though its wisdom is a matter on which the Enquiry Committee itself has commented as under:—

"The Mines Managers' plan in distributing the workers of Ram Surat's group is that these workers have been quarreling many a times previously and on receiving the aforesaid applications he broke this trouble maker group in aggravating circumstances. Moreover it is the prerogative of the Mines Manager to break any group in the best interest of work and discipline. He can take any such action on written or verbal complaint or by exercising his discretion. Till this stage that is upto 12-1-1981 (1st Shift) the Mines Manager should have either taken the disciplinary action against the workers of of Ram Surat's group who were more or less absenting from their duty or persuaded workers of other groups to accept them but the record is silent in this respect. Action against the workers of Ram Surat's group could have been very easily taken in between 6-1-81 to 12-1-81 (1st shift) because during this period the trouble maker group was rejected by the other workers and was completely isolated. Had the Manager concerned took timely action then, the ugly situation could have been averted.

As aforesaid, previously Ram Surat's workers were neither accepted by the workers of other groups nor their case was pleaded by their union but with the passage of time workers as well as union sympathy grew in favour of Ram Surat's group and they tried to force the management for reuniting of Ram Surat's group by stoppage of work and on failure they later on requested the management for re-union of Ram Surat's group so that they should also attend their duties as usual."

15. The position is clear that the action taken by the Management was not an account of any attempt to force Non-Gorakhpuri workers into Gorakhpuri groups and further Management's action was not in suspending the workmen who were prepared to work rather the Management suspended workmen after they wilfully absented from duty for the purposes of forcing the Management not to distribute Ram Surat's group workers into other 9 Gorakhpuri Groups. The action of the Management, thus, cannot be said to be otherwise than within their powers and workmen were not justified in resisting that action because K. R. Khajuria himself has admitted that each group had 20-25 workmen and whom had 30 workers. By the distribution of Ram Surat's Gorakhpuri Group in to other Gorakhpuri Groups the number of workmen in each group never exceeded 30. The decision of the matter in reference is, therefore, in favour of the Management and against the workmen.

16. The grievance that the workmen were not given Hindi version of the charge-sheet is answered by the Management in the manner that the copy of the charge-sheet was given on 4-2-81 during the enquiry proceedings to K. R. Khajuria. Mr. K. R. Khajuria understands English, and the non-supply of the charge-sheets in Hindi earlier does not seem to have prejudiced the enquiry against the workmen.

17. There are some suspensions orders where worker is suspended while on leave or where the workman has been suspended from a later date and, in addition, there are orders where the remarks are made "not to be issued" in respect of workman about the orders concerning them, and it is said that these facts show that the whole process was one of victimisation and a desire to turn out the workman and was not fair to the workman.

18. Mr. Tikku, Mines Manager has explained that the remarks not made by him and are not authorised. In any case, the charge against the workmen is not of not working on a particular day, but for a period of time, and, as discussed earlier the workmen themselves suspended work refusing to take in Gorakhpuri workers of Ram Surat's Group and the suspension orders followed their refusal to work.

19. The enquiry conducted by the Management appears to have been conducted, prima facie properly with full opportunity to the workers to prove their innocence, and there is proper representation of the workmen in the enquiry, and cross-examination of the witnesses also has been allowed, and documents have been produced, as demanded by the workmen.

20. Prima facie, the conduct of the enquiry appears to be in accordance with the principles of natural justice and the action taken against the workmen, on the basis of that enquiry has to be approved. The approval sought by the Management on the termination of service of 143 workmen is granted. Award is made against the workmen accordingly.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

O. P. SINGLA, Presiding Officer.

May 5, 1984.

[No. L-24011(1)/81-D.IV(B)]

S. S. MEHTA, Desk Officer

ANNEXURE

Sl. No.	Token No.	Name	Father's Name
		S/Shri	S/Shri
1.	3106	Sadliques	Jabrail
2.	3215	Ram Pratap	Barai
3.	3214	Shiv Nariyab	Permeshwar
4.	3205	Jai Nath	Ram Dulay
5.	3093	Sunder Parsad	Jabsi
6.	3213	Inder Peed	Turluki Singh
7.		Ram Assray	Bihuts
8.	3069	Chander Parkash	Rameshwar
9.	3110	Murli Parsad	Chan Wali
10.	3031	Radhay Sham	Bipat
11.	3102	Ram Nerash	Khadroo
12.	3101	Khuder	Thagai
13.	3030	Ram Naresh	Dolai
14.	3023	Maharaj	Khashi
15.	3136	Nand Lal	Babu Madan
16.	3097	Bibiti	Manoo
17.	3034	Ram Jatan	Juloki
18.	3156	Budu Ram	Ram Naresh
19.	3098	Jobor Gupta	Jai Krishan
20.	3091	Golkai	Ayadia
21.		Ram Gatti	Jokhoo
22.	3137	Shankar	Bibuti
23.	3100	Bechan Parsad	Mulai
24.	3044	Bardun	Ram Phal
25.	3180	Bajai Parsad	Salroo
26.	3132	Paree Nath Verma	Guplar Verma
27.	3140	Lashman	Algoo
28.	3079	Pevender	Sita Singh
29.	3112	Barkhoo	Jakhari
30.		Liyakat Ali	Juman Mian
31.		Gulab	Jakhari
32.		Misri	Sukh Raj
33.	3650	Ram Chander	Munshi
34.	3210	Chandika	Bikuram
35.	3006	Hunif	Rasool Mian

Sl. No.	Name	Father's Name
	(S/Sari)	(S/Shri)
36. 3063	Som Raj	Kunjan
37. 3005	Azazate Ali	Shaman Mian
38. 3054	Jagadish	Wali
39. 3036	Chander Bhan	Lalji
40.	Musai	Khusai
41.	Tirloki	Ram Lagan
42. 3065	Ram Bilas	Indorasem
43. 3186	Ram Surat	Bansraj
44. 3030	Ram Naresh	Bodai
45.	Gopal	Sochal
46. 3158	Murli Parsad	Bhagaloo
47. 3208	Paras Ram	Ram Bali
48. 3160	Badeshi	Garib
49. 3139	Sajak Ali	Mohd. Khalil
50. 3181	Ram Agyan	Choket
51. 3043	Paras	Chemer
52. 3179	Dhoop Chand	Mulai
53. 2925	Mangloo	Tirloki
54. 2993	Lal Hussain	Kaloo
55. 3793	Matoo	Makhna
56. 1808	Gul Hussain	Aalla Din
57. 1724	Lal Din	Wali Mohd.
58.	Jai Krishan	Shahdev
59. 2909	Sita Ram	Jodh Nath
60. 3151	Babu Lal	Sartaz
61. 3149	Lalji	Raja Ram
62.	Ram Charan	Musai
63. 3135	Attah Ullah	Niwas Ali
64. 3133	Ram Dhari	Jeasi
65. 3153	Mohd. Assen	Mohd. Ali
66. 3162	Ram Surat	Bans Raj
67. 3111	Ram Rattan	Ram Krishan
68. 3163	Rama Nand	Chotu Singh
69. 3187	Badeshi	Gajai
70. 3165	Mira Prasad	Makhan
71. 3192	Purshottam	Bhagwati
72. 3157	Ram Bilas	Rakha
73. 3190	Lal Dharh	Sahtu
74. 3122	Sahtoo	Gagoo
75. 3201	Bikaram Prasad	Shiv Nandan
76. 3216	Hira Lal	Sarju
77. 3191	Baldev	Ram Awadh
78. 3184	Ram Sajan	Bisaser
79. 3207	Hadish Ali	Banoo Mian
80. 3154	Bandan	Chukat
81. 3204	Jogendar	Bhagwati
82. 3212	Jokhan Prasad	Bever Prasad
83. 3203	Ahadoo Prasad	Ram Nathi
84. 3202	Ram Dass	Jai Shri
85. 3206	Shri Kant	Dev Nandan
86. 3138	Ram Suba Singh	Isri Singh
87. 3168	Ishar Singh	Jadhu Nandan
88. 3152	Puran Mashhi	Tarvani
89. 3185	Ram Bachan	Ram Hat
90. 3182	Ram Assry	Ram Dulary

Sl. No.	Token No.	Name S/Shri	Father's Name S/Shri	Sl. No.	Token No.	Name S/Shri	Father's Name S/Shri
91.	3099	Han Raj	Puran Masi	138.	3022	Lahadroo	Shanker
92.	3183	Jagoo	Mangoo	139.	3013	Parbodh	Shiv Nath
93.	3087	Pr m Chand	Ram Racha	140.	3020	Misri	Pares
94.	3172	Ram Awadh	Narain	141.	3057	Ram Narain	Behala
95.	3173	Moti	Sathai	142.	3037	Jali Ahmad	Sahib Din
96.	3193	Akbar Ali	Majeed Ali	143.	3232	Rama Shander	Sajan
97.	3074	Basai	Ram Dass	<p style="text-align: right;">sd/- Chief Mining Engineer J. & K. Minerals Ltd. Old Secretariat JAMMU</p> <p style="text-align: right;">नई दिल्ली, 5 मई, 1984 आदेश</p> <p>का० आ० 1846.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में यूनाइटेड इण्डिया इन्शोरेंस कम्पनी लिमिटेड, मद्रास के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है,</p> <p>और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है;</p> <p>अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री के० एस० गुरुमूर्ति होंगे, जिनका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।</p> <p style="text-align: right;">अनुसूची</p> <p>“क्या यूनाइटेड इण्डिया इन्शोरेंस कम्पनी लिमिटेड, मद्रास के प्रबंधन की श्री टी० एस० सन्थानम की विशेष, सहायक वर्ग देने की कार्यवाही निष्पक्ष, उचित और वैध है? यदि नहीं, तो संबंधित कर्मकार किस अनुसूची का हकदार है?”</p> <p style="text-align: right;">[सं० एल०-17012/31/79-डी-4(ए)]</p> <p style="text-align: right;">New Delhi, the 5th May, 1984</p> <p style="text-align: center;">ORDER</p> <p>S.O. 1846.—Whereas the Central Government is of the opinion that an industrial dispute between the employers in relation to the management of United India Insurance Company Limited, Madras and their workmen in respect of the matter specified in the schedule hereto annexed;</p> <p>And whereas the Central Government consider it desirable to refer the said dispute for adjudication;</p> <p>Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. S. Gurumurthy shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.</p> <p style="text-align: center;">SCHEDULE</p> <p>“Whether the action of the management of United India Insurance Company Limited, Madras in categorising Shri T. S. Santhanam, as Special Assistant is fair, just and legal? If not, to what relief is the workman concerned entitled?”</p>			
100.	3072	Hari Ram	Badri				
101.	3175	Badkoo Ali	Basad Ali				
102.	3231	Bishan Prasad	Munishwar				
103.	3075	Pulary	Hans Raj				
104.	3078	Ram Murat	Mala Budal				
105.	3118	Chani Parsad	Bhoola Ghulla				
106.	3051	Rajender Kumar	Ram Subag				
107.	3196	Ram Subag	Dhan Raj				
108.	3177	Abdul Karim	Shukdrullah				
109.	3176	Fakoo Ali	Johar Ali				
110.	3227	Zahid Ali	Majeed Ali				
111.	3077	Akloo	Budhu				
112.	3121	Subhan Ali	Jakai				
113.	2899	Suraj Lal	Minishwer				
114.	2895	Kanaya Lal	Guneshar				
115.	2896	Bali	Lalji				
116.	2898	Ali Yar	Ameer				
117.	2594	Lal Bachan	Sit Singh				
118.	3025	Roma	Mangroo				
119.	—	Zahid Ali	Musurullah				
120.	—	Strajeet	Guneshar				
121.	3066	Ram Dhari	Kumar				
122.	—	Bismullah	Qudrat Wilah				
123.	3119	Jakhri	Sukheo				
124.	2990	Rama Gyan	Gurbaran				
125.	3120	Tilak Dhari	Ram Narayan				
126.	3171	Panchoo	Nipal				
127.	2902	Chattri Prasad	Ralki				
128.	2900	Sima Din	Ameer				
129.	3166	Ram Dass	Hakoo				
130.	3230	Dhukharoo	Fekoo				
131.	—	Shiv Charan	Paras				
132.	3038	Gurbaran	Jamna				
133.	3229	Sham Lal	Budhai				
134.	3015	Deva	Sunder				
135.	3021	Gajoo	Pares				
136.	3016	Mangoo	Lahri				
137.	3040	Dina Nath	Som Nath				

नई दिल्ली, 8 मई, 1984

आदेश

का० प्रा० 1847.—केन्द्रीय सरकार की राय है कि इससे उपाध्व्य अनुसूची में विनिर्दिष्ट विषय के बारे में भारतीय जीवन बीमा निगम, धारवाड़ के प्रबन्धतंत्र से सम्बन्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्याय-निर्णय के लिए निर्देशित करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी एन लालगे होंगे, जिनका मुख्यालय बंगलूर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णय के लिए निर्देशित करती है।

अनुसूची

"यथा भारतीय जीवन बीमा निगम, बम्बई के मन्त्रालय कार्यालय, धारवाड़ के प्रबन्धतंत्र की अणकालिक सफाई कर्मचारी, श्री बी०एल० बाबर की 11-10-1976 में सेवाएं समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुसूचि का हकदार है?"

[संख्या एल०-17012/21/83-डी-4 (ए)]

एस०एस० प्रशर, डेस्क अधिकारी

New Delhi, the 8th May, 1984

ORDER

S.O. 1847.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Life Insurance Corporation of India, Dharwad and their workmen in respect of the matter specified in the schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. N. Lalage shall be the Presiding Officer, with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of L.I.C. of India, Bombay in relation to their Divisional Office, Dharwad in terminating the services of Shri B. L. Babar, Part-time Sweeper with effect from 11-10-1976 is justified If not, to what relief is the workman concerned entitled?"

[No. L-17012/21/83-D-IV(A)]

S. S. PRASHER, Desk Officer.

New Delhi, the 23rd May, 1984

S.O. 1848.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Ahmedabad in the industrial dispute between the employer in relation to the State Bank of India, Ahmedabad and their workmen, which was received by the Central Government on the 19th May, 1984.

BEFORE SHRI G. S. BAROT, INDUSTRIAL TRIBUNAL (CENTRAL) AT AHMEDABAD

Reference (ITC) No. 4 of 1981

ADJUDICATION

BETWEEN

State Bank of India, Regional Office, Bhadra, Ahmedabad
First Party.

AND

Shri B. R. Shah, (Presently Teller at Laghu Udyog Branch) The then Clerk-cum-Cashier at Naroda Road (Ahmedabad) Branch.
Second Party.

In the matter of promotion the post of Teller.

APPEARANCES:

Shri N. R. Trivedi—for the First Party.

Shri J. M. Bratt—for the Second Party.

AWARD

This is a reference made by the Government of India under Section 10(1)(d) of the Industrial Disputes Act, 1947, vide the Government of India, Ministry of Labour, Order No. S.O. dated 1-4-1981 in respect of an industrial dispute between State Bank of India and the workmen employed under it. The dispute relates to a promotion of Shri B. R. Shah, Clerk-cum-Cashier, Naroda Branch, Ahmedabad to the post of Teller.

2. After filing the statement of claim and written statement by the parties, documentary and an oral evidence was led in the case. But before the matter can be heard and finally disposed of, the parties have arrived at an amicable settlement and filed the terms of settlement Ex. 24 with a request to make an award in terms thereof. The terms of compromise appear to me to be fair and reasonable under the circumstances of the case. I, therefore, make an Award in terms of compromise Ex. 24 which is appended hereto. No order as to cost.

G. S. BAROT, Industrial Tribunal

[No. L-12011/22/80-D.II(A)]

Ex. 24

Ahmedabad, 30th April, 1984.

BEFORE THE HON'BLE SHRI G. S. BAROT,
PRESIDING OFFICER, OF THE INDUSTRIAL
TRIBUNAL (CENTRAL) AT AHMEDABAD

Reference No. ITC-4 of 1981

ADJUDICATION

BETWEEN

State Bank of India, Regional Office Bhadra, Ahmedabad.
...Employer & 1st Party

AND

Shri B. R. Shah, (Presently Teller at Laghu Udyog Branch) The then clerk-cum-cashier at Naroda Road, (Ahmedabad) Branch.

REPRESENTED BY:

Shri J. M. Bratt, Under Secretary, the State Bank of India and subsidiary Banks Employees Union Regd. No. 3045, 5-B Jal Tarang, SBI Staff Co-op. Soc., Vajalpur Road, Ahmedabad.

..Workman & Second Party

IN THE MATTER OF PROMOTION TO THE POST OF TELLER

The first party and employer above named in this Reference most respectfully submit as under :—

(i) That the pursis dated the 20th February, 1984 filed by the Workman and first party submitting the proposal for compromise in details is care fully perused by the employer and the first party above-named.

(ii) That without prejudice to the contentions taken herebefore in this case, as a gesture of goodwill and in all fairness, the first party and the employer agrees to the proposal with a slight modification with a view to ending the long pending reference, that the workman be paid Teller's allowance with effect from 1-5-1980 and deemed to have been promoted from that date. In other words, Shri Shah

will be paid amount Rs. 200 per month for, 16 months as arrears of Teller's special allowance i.e. from 1-5-1980 to 31-8-1981 as he has been regularly promoted on 1-9-1981 and no other claims will be entertained in this connection and he will undertake in writing to this effect before the court and shall withdraw the reference from the court and not raise the dispute again.

Sd/- Regional Manager
Region-II

Regional Office, Ahmedabad.
9-4-1984.

S.O. 1849.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay in the industrial dispute between the employers in relation to the management of Messrs Vinsons, Bombay and their workmen, which was received by the Central Government on the 14th May, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/45 of 1983

PARTIES :

Employer in relation to the management of Messrs Vinsons, Bombay.

AND

Their Workmen.

APPEARANCES :

For the Employer—No appearance.

For the Workmen—Shri S. R. Wagh, Advocate.

INDUSTRY : Ports and Docks STATE : Maharashtra
Bombay, dated the 25th April, 1984

AWARD

(Dictated in the open Court)

By their order No. L-31012(3)/83-D.IV(A) dated 23-12-1983 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the management of M/s. Vinsons, Bombay in dismissing Shri J. D. Trivedi, Custom Clerk, from service is justified? If not, to what relief the concerned workman is entitled?”

2. The dispute has arisen because of the alleged unceremonious dismissal of the workman from service of the Respondent company, without, it is alleged, holding any departmental enquiry or without giving any chance to the workman to put forward his version. It is therefore alleged by the workmen that the order of dismissal passed against him on 8-10-1982 was illegal.

3. The Respondent company has filed written statement and contended that the workman is guilty of encashing the same voucher on two occasions and thus misappropriated company's money. It is further alleged that the workman is also guilty of habitual negligence and as a result thereof the company has no option but to terminate his services.

4. On the above pleadings the following issues arise for determination and my findings thereon are:—

ISSUES

- (1) Does the Employer prove that the employee was guilty of misconduct of fraudulently encashing a voucher for the same cause and for the same amount on different occasions?

FINDINGS

No *

- (2) Whether the workman owes a sum of Rs. 18,774.72 to the company? Not proved
- (3) What is its effect on the rights of the respective parties? Nil
- (4) Does the employer also prove that the workman habitually used to refuse to perform his duties? No
- (5) If the misconduct as alleged is established, whether the termination is justified? No
- (6) If established, what is its effect on the termination done by the employers? Set aside
- (7) To what relief the workman is entitled to in case the order of termination is found bad and illegal? As per order
- (8) What award? As per order

REASONS

5. It is an admitted fact that on 18-10-1982 when the workman was cashiered no enquiry was held against him. Consequently when the company came out with the version of misconduct on the part of the workman and based their pleas on the same, issues were framed casting burden on the company to establish the misconduct, which had they done, might have changed the whole perspective of the entire case but as record stands neither the company adduced any evidence nor any time after filing the written statement they participated in the trial, with the result that there is absolutely no evidence on record to hold the workman guilty of the misconduct tried to be attributed to him particularly when the same is being denied by the Union and the workman. There is an allegation that the workman owes large amount of money to the company for which an Advocate notice was served but since it is a civil liability the company can proceed against the workman and if the claim is proved recovery can be undertaken. However, howsoever large the amount may be in the first place unless the dues are established and unless the misconduct is proved more allegation that large amount is due to the company is not going to advance the case of the Respondent company.

6. The result is that there is absolutely no evidence to establish the misconduct meaning thereby that without departmental enquiry the workman was dismissed and even when here was an opportunity for the company to establish the misconduct before the Tribunal, the company also failed to avail of the same. The order of dismissal therefore must be held to be illegal and unjustified.

7. Shri Wagh, Advocate however informs that the workman no longer is interested in joining the company's service. Now as soon as the order of dismissal is found invalid and illegal the normal course would have been to order reinstatement with full back wages but since the workman is not interested in the service the only relief which is permissible would be in the absence of the proof of the workman in service anywhere else order grant of full back wages treating the severance of relationship as from today.

Award accordingly.
no order as to costs.

M.A. DESHPANDE, Presiding Officer.

[No L-31012/3/83-D.IV(A)]

New Delhi, the 24th May, 1984

S.O. 1850.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Govern-

ment Industrial Tribunal No. 2 Bombay in the industrial dispute between the employer in relation to the Syndicate Bank, Manipal and their workman, which was received by the Central Government on the 14th May, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/5 of 1984

PARTIES :

Employers in relation to the Management of Syndicate Bank
AND
Their Workman

APPEARANCES :

For the Employers—Shri P. K. Rele, Advocate and Solicitor.

For the workmen—Shri S. M. Dharap, Advocate.

INDUSTRY : Banking **STATE :** Maharashtra
Bombay, dated the 28th April, 1984

AWARD

By their order No. L-12011/20/82-D. II.A dated the 24th January, 1984 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947,—

“Whether the action of the management of Syndicate Bank in relation to their Head Office, Manipal (Karnataka) in raising the limit for passing of cheque independently by Special Assistants from Rs. 5000 to Rs. 10,000 under their circular dated 2-12-1981, is justified? If not, to what relief are the workmen concerned entitled?”

2. The contention of the Union in support of the cause is that the Bank has no discretion to fix the limit of passing of Cheques by the Special Assistant above Rs. 5000, once the Bank having fixed the same at the same limit under relevant provisions of the First Bipartite Settlement namely Appendix 'B' Clause 19.

3. The Bank opposes the same and claims to have sufficient discretion to increase the limit as and when it is thought necessary and it is further urged that the limit of Rs. 5000 has clearly become out-dated and needed revision, and therefore accordingly done.

4. On the above pleadings the following issues arise for determination and my findings thereof are :—

ISSUES

FINDINGS

1. Whether the Bank has a discretion under Bipartite settlement to raise the limit for passing of cheques by Special Assistant from Rs. 5000 to Rs. 10,000? Yes

2. If yes, is not the action of the Bank under their circular dated 2-12-1981 justified? Yes

3. If not, to what relief or reliefs the workmen are entitled? Nil

4. What award? As per award

REASONS

5. The contention of the Union is that since the increase of limit above Rs. 5000 is bound to cause additional burden on the Special Assistants though their pay is to remain the same it becomes change in condition of service and therefore without following the requisite procedure no such change could have been effected by the Bank. Under Section 9A of the Industrial Disputes Act only those changes in the conditions of service enumerated in the fourth schedule would require the notice etc. and if we could peruse the relevant schedule we will notice that the change

contemplated by the Bank in the instant case no way fits in. Consequently the contention that burden is cast without following the procedure has no force.

6. Under the Bipartite settlement, which is binding on the parties, if the discretion is given to the Bank than there cannot be any objection to the valid user of such discretion. Under the relevant clause the Bank has got authority to fix the higher limit in its own discretion. What was urged was that “any higher limit as may be fixed by the Bank in its discretion” means the user in the past i.e. before the Bipartite Settlement and not for any future date. No such interpretation is possible from the plain reading of the relevant provisions. It was then urged that the Bank immediately after the Bipartite Settlement by resolution having fixed the limit at Rs. 5000, the discretion once used stands exhausted and no further discretion rests in the Bank. So far as the fixation of the limit of Rs. 5000, the said limit was contemplated by the settlement itself and therefore if it is followed by the Bank, it is not by way of user of discretion. Such user would only come when any higher limit is fixed and therefore if the Bank in its discretion fixed the limit at Rs. 10,000 the Union cannot raise any objection.

Award accordingly. No order as to costs.

M. A. DESHPANDE, Presiding Officer.

[No. L-12011/20/82-D.II(A)]

S.O. 1851.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Bombay in the industrial dispute between the employers in relation to the United Bank of India, Bombay and their workmen which was received by the Central Government on the 14th May, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/22 of 1983

PARTIES :

Employer in Relation to the Management of United Bank of India, Bombay.

AND

Their Workmen

APPEARANCES :

For the Employers—Shri P. K. Rele, Solicitor.

For the workmen—Shri J. G. Gadkari, Advocate.

INDUSTRY : Banking **STATE :** Maharashtra
Bombay, dated the 25th April, 1984

AWARD

By their order No. L-12012/167/82-D.II(A) dated 4-6-83 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947,—

“Whether the action of the management of United Bank of India, Bombay in appointing Shri J. S. Telang as Head Cashier at Bank's Shara Market Branch ignoring the seniority of S/Shri Acidwalla (2) E. B. Mangate, (3) Kumar Vishwanathan and (4) Khutwad Vikas Sitaram Cash Clerks is justified? If not, to what relief are the concerned workmen entitled?”

2. It seems that the Bank in question namely the United Bank of India has 13 Regional Offices and 11 branches in the City of Bombay which is known as Station. Now the case of the Union is that under the bipartite settlement the post of Head Cashier is a higher post than the Cash Clerk and a Head Cashier in the United Bank of India gets Rs. 102 as extra allowance. It is further alleged that under the subsisting practice in the Bank the promotions of the Cash Clerks to the post of Head Cashiers are done only on the basis of seniority of the Cash Clerks employed in the service of the Bank in a particular station. The dispute relates to S/shri N. D. Acidwalla, F. B. Mangate, K. Vishwanathan V. S. Khutwad and J. S. Telang. On the strength of date of ap-

pointment it is urged that all the first four incumbents are senior to Shri J. S. Telang, who was appointed on 1-6-1977 and that contrary to the subsisting practice it was Shri J. S. Telang who was appointed as Head Cashier in the Share Market Branch ignoring the seniority of other four incumbents. It is alleged that the contention of the Bank that these four incumbents expressed their unwillingness to work as Head Cashier in Kalbadevi Branch and they were debarred permanently is false and that no such bar could have been created and therefore it is prayed that senior-most amongst the four employees be appointed in place of Shri J. S. Telang and the three remaining employees be appointed or promoted as and when the post of Head Cashier would fall vacant in the Station in future.

3. The Bank by their written statement Ex. 3/M stated that in pursuance of the practice one refusal to accept the post of Head Cashier operates as a permanent bar, because these four incumbents expressed unwillingness to accept the post of Head Cashier at Kalbadevi Branch when it was offered, Shri V. S. Telang's claim was considered and he was posted accordingly.

4. On the above pleading the following issues arise for determination and my findings thereon are :—

ISSUES	FINDINGS
1. Whether the Bank proves that there is a practice whereby once an incumbent refuses to accept the post of Head Cashier, he becomes permanently debarred from opting that post ?	Yes
2. Whether the refusal should be specific or can be even implied ?	Can be implied.
3. What is the effect of the offer to candidates who had once rejected the post ? whether it revives the right of such employee to claim the post of Head Cashier ?	No effect because the offer was not accepted.
4. Whether the Bank proves that the offer to Acidwalla on the subsequent occasion was through inadvertence ?	Yes
5. Whether Shri Acidwalla and 3 others stated in the order of reference are senior to Shri J. S. Telang ?	Yes
6. If yes have they a right to be considered and appointed to the post of Head Cashier in place of Shri J. S. Telang ?	No
7. Is the action of the Bank in ignoring the seniority of four employees namely Shri Acidwalla and three others and posting Shri J. S. Telang, justified ?	Yes
8. If not to what relief the concerned workmen are entitled ?	Does not arise.

REASONS

5. Besides the oral evidence of Shri L. Ganguli, Asstt. Manager of the Bank, for the purpose of practice the Bank is relying upon the letter dated 6-4-1979 at S. No. 1 with the list of documents filed on 19-10-1983 whereby Shri Jaiprakash Tivaree was informed that he having once declined to accept the post of Head Cashier, he cannot be given the post irrespective of the place of posting. This letter as evident from the date was long before the present controversy arose. Even in the case of Shri N. D. Acidwalla there is a copy of letter at S. No. 4 with the list dated 28-3-1984 whereby he was told that if nothing is heard from him within seven days about the offer of posting as Head Cashier no further offer for the said post even if it arises at a future date in some other branch shall be extended to him. The contention of the Union therefore that there was no such practice does not seem to be true and by the two letters first

of 1977 and the other of 1979 the prevailing practice is sufficiently established and it corroborates the oral version of Shri Ganguli. There was absolutely no reason in the year 1977 or in 1979 to refer to any unwritten practice, particularly when the present dispute was not in contemplation.

6. It so happened that despite the warning to Shri Acidwalla in the year 1977 again when the post fell vacant at Kalbadevi Branch he was offered the said post under letter dated 22-1-1980 Annexure 'A' to the statement of claim. Now it is the case of the Bank that because the correspondence was separately kept the fact that Shri Acidwalla had not responded to the offer in the past went unnoticed and thus fresh offer was made in the year 1980. Shri Ganguli has stated accordingly and I see no reason to disbelieve him. Furthermore had Shri Acidwalla caught hold of the opportunity and accepted the offer some different consideration might have arisen but in the year 1980 for the reasons best known to him he did not respond favourably but kept quite, and this resulted in the letter dated 14-2-1980 by the Agent, Share Market Branch to the Regional Manager. In this reply also we find a reference to the silence observed by Shri Acidwalla in the year 1977.

7. The fact that S/shri E. B. Mangute, K. Vishwanathan and Shri Vikas Khutwad were offered the post of Head Cashier at Kalbadevi Branch and they turned down the offer stands admitted. At annexure 'C' these replies are annexed to the statement of claim. These replies are produced by the Union itself. It is only in the case of Shri V. S. Khutwad that he has qualified his unwillingness saying that the same is restricted to the Head Cashier's post at Kalbadevi only but if once the practice is established even if the unwillingness was qualified once the effect of the practice are bound to follow.

8. It is true that there seems to be no general circular issued on 5-9-1981 when the bar, which was prevailing in the past was operative for three years only, but if there is evidence of the practice and if there are reasons to believe that the practice was known to all the Cash Clerks, the effect would be the same and therefore the contention of the Union that despite willingness expressed by the four workmen Shri J. S. Telang should not have been posted carries no force.

9. The result is that the action of the Bank in the light of the earlier practice being justified the workman or the Union cannot get any relief.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer.

KKR/28-4-84

[No. L-12012/167/82-D.II(A)]

S.O. 1852.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on the 16th May, 1984.

BEFORE SHRI I. P. VESISHTH, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL,
CHANDIGARH

Case No. LD. 92/80 (N. DELHI); 7 of 1983 CHD

PARTIES :

Employers in relation to the management of Punjab & Sind Bank, Chandigarh.

AND

Their workman—Narinder Singh.

APPEARANCES :

For the Employers—Sh. S. S. Sandhu

For the Workman—Sh. L. S. Sachdeva.

STATE : Punjab

INDUSTRY : Banking

AWARD

Dated the 10th of May, 1984

The Central Govt., Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act 1947, hereinafter referred to as the Act, per their Order No. L-12012/176/79-D.II(A) dated the 3rd of September, 1979 read with S.O. No. S-11025(2)/83 dated the 8th of June 1983 referred the following Industrial dispute to this Tribunal for adjudication:—

“Whether the action of the management of Punjab & Sind Bank in relation to the Tanda Urmur branch in terminating the services of Shri Narinder Singh, Clerk-cum-Cashier, on and from 29-9-1978 is justified, If not to what relief is the workman concerned entitled?”

2. To trace a short history of the matter, the petitioner workman was recruited as an Apprentice Clerk by the Respondent Bank w.e.f. 31-1-1977, in pursuance to their orders 14-1-1977. During the period of his training, the petitioner was paid pocket allowance @Rs. 250 p.m. However, on observing a short break of three days after 26-3-1978, the Management inducted the petitioner in their regular cadre as a Probationer clerk w.e.f. 30-3-1978 for a period of six months; but then disengaged him on 29-9-1978 without assigning any reason. Feeling aggrieved, the petitioner raised an Industrial dispute on the ground that his termination was illegal, arbitrary and mala fide because there was no particular occasion to do so and otherwise also no retrenchment benefits, as envisaged by Section 25-F, were accorded to him even though he had put in more than one year's continuous service within the purview of Section 25-B of the Act.

3. The Management rejected the petitioner's demand and the issue could not be settled despite the intervention of the A.L.C(C) during the Conciliation proceedings; hence the reference.

4. Resisting the proceedings on all counts, the Management denied that they had any motives in doing away with the petitioner's service. For the obvious reason the insinuation mala fides and arbitrariness etc. was vehemently controverted. All the same, on facts it was admitted that the petitioner was appointed as an Apprentice Clerk and remained as such under their charge at different branches from 31-1-1977 onwards till he was relieved on 27-3-1978. They propounded that on his fresh application, he was appointed as a Probationer Clerk-cum-Cashier w.e.f. 30-3-1978 and disengaged on 29-9-78 because of his below-average performance. However, it was not denied that the retrenchment benefits under Section 25-F of the Act were not given to him but an explanation was projected with the averment that his tenure of Apprenticeship could not be pegged with his services as a probationer whereas the termination on 29-9-78 was in order because of his poor performance and otherwise also, the Management was not obliged to advance any reason for disengaging a probationer.

5. Since the pleadings were found to be fully covered under the terms of Reference, therefore, my Ld. Predecessor, per his Order dated 3-10-1981, called upon the parties to adduce evidence in support of their respective versions. The petitioner examined himself whereas the Management produced S/Shri Dalip Singh MW1 and Harbajan Singh, MW2 from the Managerial staff. Of course, both the parties filed a number of documents also.

6. On behalf of the Management it was strenuously urged that the petitioner was a probationer at the time of his disengagement on 29-9-1978 and per his own admission in the cross-examination, he had applied for this post and accepted the formal appointment Order Exh. W.9, which was post-facto issued on 7-4-78. It was submitted that as a part of his service condition, incorporated in the aforesaid appointment Order, his tenure could be terminated at any time without assigning any reason.

7. In the same sequence, the Ld. Representative for the Management submitted that by no stretch of imagination the petitioner could club the period of his apprenticeship with the probationary tenure as an Apprentice-trainee cannot be equated with a regular employee of the Bank and, then,

there was a definite break also in the continuity of service at least for three days i.e. 27th to 29th March 1978, inclusive.

8. On a careful scrutiny of the entire material on records and hearing the parties, I do not feel impressed with the submissions made on behalf of the Management. The pertinent point is that the definition of “Workman” provided by Section 2(s) of the Act is comprehensive enough to include even an Apprentice, more so when he is a “paid” one. In the case in hand the relevant enrolment Order Exh. W2, would clearly show that the petitioner was being paid a monthly remuneration @ Rs. 250 by way of pocket allowance. But regardless of its nomenclature, it conferred a vested interest and right on the petitioner, with a counter obligation on the Management, to qualify as a “wage” for the services rendered even as an Apprentice. At the risk of repetition it may be mentioned that as per common case of the parties, after joining on 31-1-1977 the petitioner continued serving as such under the Management right upto 26-3-1978 (inclusive); meaning thereby that he had put in more than one year's “continuous service” within the purview of Section 25-B under the Management so as to be entitled for all the retrenchment benefits envisaged by Section 25-F of the Act.

9. It appears that due to some sort of mutual understanding between the parties; or, taken at its worst for no particular reason to castigate the Management; there was a short-break of 3 days before the petitioner was placed on probation for six months w.e.f. 30-3-1978 under Order Exh. W9; and this arrangement continued without any interruption till the impugned termination on 29-9-1978 be that as it may the aforesaid sequence of events has a definite tendency to show that the petitioner had served the Respd. Management as a paid Apprentice or a Probationer for a period of more than 240 days in the preceding 12 calendar month by the time of his final disengagement on 29-9-1978, and was thus qualified to stake a claim for the retrenchment benefits under Section 25-F of the Act.

10. The contention that he was not entitled for any such benefits because of a peculiar service condition contained in Order Exh. W-9, which empowered the Management to Order termination without assigning any reason during the probationary period is devoid of force because of the over-riding provisions of Section 25-J.

11. It may not be out of context to mention here that in the matter of Management of Karnataka State Road Transport Corporation Bangalore, Vs. M. Boraiah and others including Sheikh Abdul Khadar and others; AIR 1983 S.C. 1320 their Lordships were pleased to observe as under:—

“As retrenchment as defined in Section 2(oo) covers every case of termination of service except those which have been embodied in the definition, discharge from employment or termination of service of a probationer would also amount to retrenchment. As such, where while discharging a probationer requirements of Section 25-F had not been complied with, the same was void” (emphasis supplied).

12. As a matter of fact, their Lordships were pleased to trace the entire history pertaining to the Law of Retrenchments and while approving the ratio of Sundra Money's case AIR 1976 S.C. 1111 they relied on the dictum of Mohan Lal Vs. Management of Bharat Electronics Ltd., AIR 1981 S.C. 1253 that :

“Niceties and samantices apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases excepted in the Section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf, and termination of the service of a workman on the ground of continued ill-health.”

13. It hardly requires any emphasis that ours is not a case of termination by way of punishment; voluntarily retirement.

retirement on reaching the age of superannuation, or absence on account of continued ill health. To precise, it nowhere falls in any of the aforesaid "excepted categories" to escape the dragnet of Section 25-F woven in the fabric of section 2(o). And as already recorded here-in-before; it has throughout been a common case of the parties that no effort was made by the Management to accord the retrenchment benefits to the Petition Workman hence for the obvious person the impugned termination can not be sustained.

14. Accordingly, on answering the issue against the Management I return my Award in favour of the petitioner workmen for his immediate re-instatement with all the attendant benefits of a continuous service, except in the matter of back wages which would be paid as a token only to the extent of 1/3rd of the due; the reason is simply because at the relevant time in Sept., 1976 the Management could not visualize the pronouncements in the cases of Mohan Lal Bharat Elec. A.I.R. 1981 SC 1253 and Boraiah AIR. 1983 SC 1320 which completely revolutionised the Law to keep in with the spirit of a Welfare State and progressive Society. Moreover there is not even an iota of evidence to rebut the Management's charge that during all this while the petitioner was gainfully employed.

Chandigarh
10-5-1984.

I. P. VASISHTH, Presiding Officer.

[No. L-12012/176/79/D.II(A)/D. IV(A)]

S. S. PRASHER, Desk Officer.

नई दिल्ली, 8 मई, 1984

आदेश

कां. आ. 1853.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में सिंगरेनी कोलियरीज, कां. लि., मन्दामारी डिवीजम के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्याय-निर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एम. श्रीनिवास राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची. [1]

"क्या सिंगरेनी कोलियरीज कम्पनी लिमिटेड, मन्दामारी के प्रबंधन की श्री सरफुद्दीन, लारी ड्राइवर, के के 2 इन्कलाइन की पहली विसम्बर, 1979 से सेवाएं समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है?"

[संख्या एल-22012/128/83-डी-3 (बी)]

ORDER

New Delhi, the 8th May, 1984

S.O. 1853.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Singareni Collieries Co. Ltd. Mandamarri Division and their workmen in respect of the matters, specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri M. Srinivasa Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the management of Messrs Singareni Collieries Company Limited Mandamarri Division are justified in terminating the services of Shri Sharfuddin, Lorry Driver, KK 2 Incline with effect from the 1st December, 1979? If not, to what relief is the workman concerned entitled?"

[No. L-22012/128/83-D. III (B)]

आदेश

कां. आ. 1854.—इससे उपाबद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद श्री एम. बी. रंगाराजू, पीठासीन अधिकारी, औद्योगिक अधिकरण, भुवनेश्वर के समक्ष लंबित पड़ा है;

और श्री एम. बी. रंगाराजू की सेवाएं अब उपलब्ध नहीं रही हैं;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जे. एम. महापात्र होंगे, जिनका मुख्यालय भुवनेश्वर में होगा और उक्त श्री एम. बी. रंगाराजू तत्कालीन पीठासीन अधिकारी, औद्योगिक अधिकरण, भुवनेश्वर के समक्ष लंबित उक्त विवाद के सम्बद्ध कार्यवाही को वापस लेती है और उसे श्री जे. एम. महापात्र, पीठासीन अधिकारी, औद्योगिक अधिकरण, भुवनेश्वर को इस निदेश के साथ स्थानांतरित करती है कि उक्त अधिकरण आगे कार्यवाही उस प्रक्रम से करेगा, जिस पर वह उसे स्थानांतरित की जाए तथा विधि के अनुसार उसका निपटारा करेगा।

अनुसूची

क्या मैसर्स एम. एच. रहमान की गोती लोहा खान चालान क्लर्क, श्री राखन महाकुड़ की बर्खास्तगी न्यायोचित है? यदि नहीं, तो प्रसंग्युक्त कर्मकार किस अनुतोष का हकदार है?

[सं. एल-26012/6/78-डी-3(बी)]

ORDER

S.O. 1854.—Whereas, the industrial dispute specified in the Schedule hereto annexed is pending before Shri M. V. Rangaraju, Presiding Officer, Industrial Tribunal, Bhubaneswar;

And whereas, the services of Shri M. V. Rangaraju are no longer available;

Now, therefore, in exercise of the powers conferred by Section 7 A and clause (d) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri J. M. Mohapatra shall be the Presiding Officer with headquarters at Bhubaneswar and withdraws the proceedings in relation to the said dispute pending before the said Shri M. V. Rangaraju, then Presiding Officer, Industrial Tribunal, Bhubaneswar and transfers the same to Shri J. M. Mohapatra, Presiding Officer, Industrial Tribunal, with headquarters at Bhubaneswar with the directions that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Whether the dismissal of Shri Raghab Mahakud, Challan Clerk from service in the Gauli Iron Mine of Messrs M. H. Rahman is justified? If not, to what relief is the aggrieved worker entitled?

[No. L-26012/6/78-D. III. B]

नई दिल्ली 16 मई 1984

आदेश

कां. आ. 1855.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में खेतडी काँपर कम्प्लेक्स, खेतडी नगर के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री महेश भूषण शर्मा होंगे, जिसका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या खेतड़ी कॉपर कॉम्प्लेक्स, खेतड़ी नगर के प्रबन्धन को 27-7-82 से डिप्टर ऑरेटर, श्री माधवनाथ मोना, का नाम हटाकर रजिस्टर से काटने की कार्यवाही न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुपात का हकदार है ?"

[सं० एल-43012/11/83-डी-3 (बी)]

New Delhi, the 16th May, 1984.

ORDER

S.O. 1855.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Khetri Copper Complex, Khetri Nagar and their workmen in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mahendra Bhushan Sharma shall be the Presiding Officer with headquarters at Jaipur and refer the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Khetri Copper Complex, Khetri Nagar in striking off the name of Shri Makhan Lal Meena Drifter Operator, from their rolls with effect from 27-7-82 is justified ? If not, to what relief is the workman concerned entitled ?"

[No. L-43012/11/83-D. III (B)]

नई दिल्ली, 21 मई, 1984

आदेश

का० प्रा० 1856.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में मैंगनीज और (इंडिया) लिमिटेड की इंगानिहरण मैंगनीज माइन्स के प्रबन्धन से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जे० एम० महापात्र होंगे, जिसका मुख्यालय बुलंदशहर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या मैंगनीज और (इंडिया) लिमिटेड की इंगानिहरण मैंगनीज माइन्स के प्रबन्धन द्वारा उजरती-दर पर नियोजित कर्मकार

श्री सनिका लोहार की सेवाओं को 29-5-83 से समाप्त करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो संबंध कर्मकार किस अनुपात का हकदार है ?"

[सं० एल-27012/3/83-डी-3(बी)]

New Delhi, the 21st May, 1984

ORDER

S.O. 1856.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ingani Jharan Manganese Mines of Manganese Ore (India) Ltd. and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri J. M. Mohapatra shall be the Presiding Officer, with headquarters at Bhubaneswar and refers to said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Ingani Jharan Manganese Mines of Manganese Ore (India) Ltd. in terminating the services of Shri Sanika Lohar, a piece rated worker, with effect from 29-5-83 is justified ? If not, to what relief is the workman concerned entitled ?"

[No. L-27012/3/83-D. III(B)]

नई दिल्ली, 25 मई, 1984

आदेश

का० प्रा० 1857.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में भारत गोल्ड माइन्स लि०, कोलार गोल्ड फील्ड्स के प्रबंधन से सम्बंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० एम० लालगे होंगे, जिसका मुख्यालय बंगलूर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या भारत गोल्ड माइन्स लि० कोलार गोल्ड फील्ड्स के प्रबंधन की भारत गोल्ड माइन्स की सुखीदुर्ग माइन्स, कोलार गोल्ड फील्ड्स के टारिफ आफिस के क्लर्क, श्री जायासीलन को 1-3-82 से बर्खास्त करने की कार्यवाही बंध और न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुपात का हकदार है ?"

[सं० एल-43012/9/83-डी-3(बी)]

नन्द लाल, अवर सचिव

New Delhi, the 25th May, 1984

ORDER

S.O. 1857.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bharat Gold Mines Limited, Kolar Gold fields, and their workmen in respect of the matters specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby, constitutes an Industrial Tribunal of which Shri B. N. Lalage shall be the Presiding Officer, with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of Bharat Gold Mines Ltd., Kolar Gold Fields, in dismissing from service with effect from 1-3-82 Shri Jayaseelan, Clerk, Time Office Nundydroog Mines of Bharat Gold Mines, K.G.F., is legal and justified? If not, to what relief the workman concerned is entitled?

[No. L-43012(9)/83-D.II(B)]
NAND LAL, Under Secy.

रोजगार एवं प्रशिक्षण महानिदेशालय

नई दिल्ली, 23 मई, 1984

आदेश

का० आ० 1958.—केन्द्रीय सरकार, शिल्प अधिनियम, 1961 (1961 का 52) की धारा 27 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे उपाबद्ध अनुसूची के स्तम्भ 2 में उल्लिखित अधिकारी को, उसमें स्तम्भ 3 में दिए गए पदनाम सहित क्षेत्रीय शिक्षता मलाहकार के रूप में अपने कर्तव्यों के पालन में केन्द्रीय शिल्पता मलाहकार की सहायता करने के लिए नियुक्त करती है।

अनुसूची

क्रम सं०	धारित पद	परामर्शित
1	2	3
1.	क्षेत्रीय निदेशक, क्षेत्रीय शिक्षता प्रशिक्षण निदेशालय, हैदराबाद	क्षेत्रीय केन्द्रीय शिक्षता मलाहकार

[संख्या डी०जी०ई०टी० 1(1)/84-AP]

शशि भूषण, अवर सचिव

DIRECTORATE OF EMPLOYMENT AND TRAINING

New Delhi, the 23rd May, 1984

ORDER

S.O. 1858.—In exercise of the powers conferred by Sub-section (i) of section 27 of the Apprentices Act, 1961 (52 of 1961), the Central Government hereby appoints the officer mentioned in column 2 of the Schedule annexed hereto as Regional Apprenticeship Adviser, with the designation, as shown in column 3 thereof, to assist the Central Apprenticeship Adviser in the performance of his functions.

SCHEDULE

Sl. No.	Post held	Designated
1	2	3
1.	Regional Director, Regional Directorate of Apprenticeship Training, Hyderabad.	Regional Central Apprenticeship Adviser

[No. DGET-1(1)/84-AP]

SHASHI BHUSHAN, Under Secy.

(अम विभाग)

नई दिल्ली, 23 मई, 1984

का० आ० 1959.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के उपधाराओं के अनुसरण में भारत सरकार के अम संजालय की अधिसूचना संख्या का० आ० 4821 तारीख 12 दिसम्बर, 1983 द्वारा सिक्किमिटी/249GI/84-8

पेपर मिल, होंशंगाबाद को उक्त अधिनियम के प्रयोजनों के लिए 18 दिसम्बर, 1983 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 18 जून, 1984 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का० एस०-11017/10/81-डी०-1 (ए०)]

(Deptt. of Labour)

New Delhi, the 23rd May, 1984

S.O. 1859.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 4821 dated the 12th December, 1983 the Security Paper Mill, Hoshangabad, to be a public utility service for the purposes of the said act, for a period of six months, from the 18th December, 1983;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 18th June, 1984.

[F. No. S-11017/10/81-D.I(A)]

आदेश

का० आ० 1860.—भारत सरकार के सुतपूर्व अम और रोजगार मंत्रालय की अधिसूचना संख्या का० आ० 456 दिनांक 5 फरवरी, 1963 द्वारा गठित अम न्यायालय, मुख्यालय हैदराबाद के पीठासीन अधिकारी का पद रिक्त हुआ है ;

अतः, अब, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 8 के उपधाराओं के अनुसरण में, केन्द्रीय सरकार श्री पी० वी० विद्यासागर को यद्योक्त गठित अम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[का० संख्या एस-11020/4/81-डी० 1(ए)]

ORDER

S.O. 1860.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court with headquarters at Hyderabad constituted by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 456 dated the 5th February, 1963;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri P. V. Vidyasagar as the Presiding Officer of the Labour Court constituted as aforesaid.

[F. No. S-11020/4/81-D.I(A)]

नई दिल्ली, 25 मई, 1984

का० आ० 1861.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम,

1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (6) के उपखण्डों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 289 दिनांक 7 जनवरी, 1984 द्वारा बैंक नोट प्रेस देवास की उक्त अधिनियम के प्रयोजनों के लिए 15 जनवरी, 1984 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है।

अतः, अब, औद्योगिक बिना अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 15 जुलाई, 1984 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का० एम-11017/11/81-जी-1(ए)]

प्रमुख मन्त्री, श्रम, भारत सरकार

New Delhi, the 25th May, 1984

S.O. 1861.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 289 dated the 7th January, 1984, the Bank Note Press, Dewas (MP) to be a public utility service for the purposes of the said Act, for a period of six months, from the 15th January, 1984.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 15th July, 1984.

[F. No. S-11017/11/81-D.U(A)]

S. H. S. JYER, Under Secy.

नई दिल्ली, 23 मई, 1984

का० आ० 1862—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन.डी.आर. 27 मई, 1984 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के विधाय जो पढ़ने की प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के विधाय जो पढ़ने की प्रवृत्त की जा चुकी है] के उपखण्ड पंचाश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्—

“जिला लुधियाना में

राजस्व गाँव भट्टियान

हद बस्त नं० 328”

[संख्या एम-38013/8/84-ए.व. आर्डी]

New Delhi, the 23rd May, 1984

S.O. 1862.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 27th May, 1984 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab, namely:—

“Revenue village” Bhattian
Had Bast No. 328
District Ludhiana.”

[No. S-38013/8/84-III]

का० आ० 1863—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ए-1216 दिन्दिगुल को-ऑपरेटिव मार्केटिंग सोसाइटी लिमिटेड, नं० 62, पलानी रोड, दिन्दिगुल-624001, तमिल नडु तथा दिन्दिगुल क्षेत्र में स्थित इसकी 28 उचित दर दुकानों महि।

नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि-कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[म० एम-35019 (34)/84/सी० एफ० 2]

S.O. 1863.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation of the establishment known as Messrs A-1216, Dindigul Co-operative Marketing Society Limited, No. 62, Palani Road, Dindigul-624001, Tamil Nadu including its 28 Fair Price Shops in Dindigul area have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(34)/84-PF-II]

का० आ० 1864—मैसर्स आन्ध्र प्रदेश टेलेग्रीफ लिमिटेड, विज्ञापनसम (आन्ध्र प्रदेश/5498) (जिसे इसमें इसने पञ्चाश उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसने पञ्चाश उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2 क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी एक अविधाय या प्रीमियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की समस्तिक बीमा स्कीम के “अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश मंडल बीमा स्कीम 1976 (जिसे इसमें इसने पञ्चाश उक्त स्कीम कहा गया है) के अधीन उक्त अनुदान

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2 क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसके उपखण्ड अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आँकड़, आन्ध्र प्रदेश को तैसी विवरणिया भेजेगा और ऐसे नानों रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3 क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

7. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का हक, लेखाओं का अन्तर्गण, निरीक्षण प्रभावों संवाय आदि भी हैं, होने वाले सभी कार्यों का वहन नियोजक द्वारा किया जाएगा।

8. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

9. यदि कोई ऐसा कर्मचारी, जो समस्त पक्षीय निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की पक्षीय निधि का पड़ने का सबब है, उसमें स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के संवय के रूप में उक्त नाम सुरक्षित रखेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

10. यदि उक्त स्कीम में अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक धनकुल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।

11. सामूहिक बीमा स्कीम में किसी बात से होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदस्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

12. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक पक्षीय निधि प्रायुक्त, प्रादेश प्रवेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक पक्षीय निधि प्रायुक्त, संघना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकरण स्पष्ट करने का मुक्तिपक्ष अवसर देगा।

13. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

14. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम या संवाय करने में असफल रहता है, और पालिसी का व्यवहार हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

15. नियोजक द्वारा प्रीमियम के संदाय से किए गए किसी व्ययक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

16. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वृत्ति में सभी पक्षों में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/42/8 एफके पी० जी०]

S.O. 1864.—Whereas Messrs. Andhra Pradesh Tanneries Limited, Vizianagaram (AP/5498), (hereinafter referred to as the said establishment) have applied for exemption under

sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S. 35014(42)/84-FPG]

का०आ० 1865 —मैसर्स कानपुर क्षेत्रीय ग्रामीण बैंक, हेबबवाटर 117/24, सर्वोदय नगर, कानपुर (उत्तर प्रदेश/1118), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिग्रह या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा-स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का, संदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी जागत आवश्यकत प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधी उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती, जब वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विविध वारिस/नोम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संद करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं ; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को अकार्य हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या वित्तिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नोमनिर्देशितियों/वित्तिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/55/84-एफ०पी०जी०]

S.O. 1865.—Whereas Messrs Kanpur Kahetria Gramin Bank, H.O. 117/24, Sarvodaya Nagar, Kanpur, (UP/1118), (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Schemes, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S. 35014(55)/84-FPG]

का० आ० —मैसर्स पेस्टोयार्ड्स इंडिया, मैसर्स मेवार आयल एण्ड जनरल मिल्स लिमिटेड, उदयपुर, राजस्थान/(305), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहज बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संशय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संशय आदि भी है, होने वाले सभी व्ययों का बहिन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम की संदस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उद्भूत फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की वादशा करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होता। अतएव उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के वित्तिक वारिस/नाम निर्दिष्टितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संशय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को ब्यगन हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की वशा से, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन धरने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वशा के सभी पहलुओं में पूरे किए गए बाकी के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/54/84-एफ० पी० जी०]

S.O. 1866.—Whereas Messrs Pesticides India, M/s. Mewar Oil and General Mills Limited, Udaipur, (RJ/305), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(54)/84-FPG]

का० प्रा० 1867—मेसर्स प्रकाश वृत्त मिल्स (प्राइवेट) लिमिटेड, ब्रांच-143, आवास विकास कालोनी, सिविल लाईन, मुरादाबाद-26 (उ० प०/11107), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये

फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उभावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियाँ भेजेगा और इसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है होने वाले सभी व्ययों का वह नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप देगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/53/84-एफ० जी० पी०]

S.O. 1867.—Whereas Messrs Prakash Woollen Mills (Private) Limited, Office 143 Avas Vikash Colony, Civil Lines, Moradabad-26 (UP/11107), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the

benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(53)/84-FPG]

का० प्रा० 1868—मैसर्स स्टेइन देशी एण्ड भल्ला, 5 सुन्दर नगर, नई दिल्ली-5 (दिल्ली/1449), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का संचाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबाध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, नई दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा-रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की

धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संचाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरत दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का संचय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संचाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, नई दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम निकूल करे, प्रीमियम का संचाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाली किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उनके हकदार/नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/43/84-एफ पी जी]

S.O. 1868.—Whereas Messrs Stein Doshi and Bhalla, 5, Sunder Nagar, New Delhi-5, (DL/1449), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, New Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, New Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

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10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(43)/84-FPG]

क्र० आ० 1869—मैसर्स अतुराज टैक्सट्राइल एण्ड जनरल इण्डस्ट्रीज (प्रा०) लिमिटेड, 31-बी, लोनी रोड, डाकघर मोहन नगर, गाजियाबाद-201007 (उ० प्र०/3607), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोध सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा, और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उन में संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा।

और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संभाल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण राख करके का यकिनयुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्ति-क्रम की वशा में, उन मृत सदस्यों के निनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए शर्तों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/50/84-एफ. पी. जी.]

S.O. 1869.—Whereas Messrs Rituraj Textile and General Industries (Private) Limited, 31-B, Loni Road P.O. Mohan Nagar, Ghaziabad-201007 (UP/3607), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto,

the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का० आ० 1870—मेसर्स पेण्डियन केमिकल्स लिमिटेड, 11-बीआरड रोड, चोक्किकुलम, मधुराई-625002 (ट० एन० /9551), (जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकाश उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोग सहस्रक बीमा स्कीम 1976 (जिसे हमने इसके पश्चात् उक्त बीमा स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहलू ही सदस्य है, उसको स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरल्ल तर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप में वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक, वारिस/मान-निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का मस्य करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को स्वयंगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिगत का वशा में, उन मूल्य मदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न रहे होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय या उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वशा में सभी पहलुओं में पूरे किए गए बावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/51/84-एफ० पी० जी०]

S.O. 1870.—Whereas Messrs Pandian Chemicals Limited, 41, Beant Road, Chokkikulam, Madurai-625002 (TN/9551), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefit, to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect."

[No. S. 35014(51)/84-FPG]

कां० १९७१—मैसर्स भारत लेबर कारपोरेशन लिमिटेड, ७-बोल्ड विजय नगर, आगरा-२८२००४ (उत्तर प्रदेश/५३३५), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, १९५२ (१९५२ का १९) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा १७ की उपधारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहवृद्ध बीमा स्कीम १९७६ (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (२क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध

अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है।

अनुसूची

१. उक्त स्थापन के संबंध में नियोजक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

२. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के १५ दिन के भीतर संचाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (३क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

३. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संचाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

४. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

५. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संचाय करेगा।

६. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे की कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

७. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संचय रकम उन रकम से कम है जो कर्मचारी को उस दशा में संचय होनी, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वारिन्/नामनिर्दिष्टि को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संचाय करेगा।

८. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों को हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

९. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम, की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं ; तो यह छूट रद्द की जा सकती है।

१०. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचाय करने में असफल रहता है, और पालिसी को व्ययभक्त हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/46/84-एफ० पी० जी०]

S.O. 1871.—Whereas Messrs. Bharat Leather Corporation Limited, 7, Old Vijay Nagar, Agra-282004 (UP/5335), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain concerned under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(46)/84-FPG]

का० आ० 1872—मैसर्स प्रिंसिपल लूड्स एण्ड कम्पोनेन्ट्स, 47-प्रकाश इण्डस्ट्रियल एस्टेट, डाकघर साहिबाबाद, गाजियाबाद, 201005 (उत्तर प्रदेश/4825) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजैय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उगावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुवीय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी की उस दशा में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम को दशा में, उन सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/45/84-एफ.पू.०ज०]

S.O. 1872.—Whereas Messrs Precision Tools and Components, 47, Prakash Industrial Estate, P.O. Sahibabad, Ghaziabad, 201005 (UP/4825) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, he employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(45)/84-FPG]

कां०आ० 1873.—मैसर्स अमृत स्टील्स लिमिटेड, पी०बी० नं० 83 अमृत नगर, जी०टी०रोड, गाजियाबाद, (उत्तर प्रदेश/5262) (जिसे इसमें इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसमें पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विये जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं;

अन केन्द्रीय सरकार, उक्त अधिनियम, की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए, ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रमारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशामन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रमारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा

जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन गन्वह रकम उग रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिणी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनि-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में सभी पद्धतियों में पूरे किए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/48/84-एफ०पी०जी०]

S.O. 1873.—Whereas Messrs Amrit Steels Limited, P.B. No. 83, Amrit Nagar, G.T. Road, Ghaziabad (UP/5262) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and

provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme; the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(48)/84-FPG]

का० प्रा० 1874.—मैमर्स तरेन्द्र मोहन अस्पताल, मोहन नगर गाजियाबाद (उ० प्र० 5147) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम

कहा गया है) की धारा 17 की उपधारा (2क) अधीन दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों संदाय प्रादि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित रखेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बड़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर हम स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस वंश में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपनाया मध्यममोदन देने से पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट करेगा या सुनिश्चित अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असमर्थ रहता है, और पॉलिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिगत कर्मचारी में, उन मृत सदस्यों के नामनिर्देशितियों या वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/वार्सों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए बावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/47/84- एक० पी० जी०]

S.O. 1874.—Whereas Messrs Narinder Mohan Hospital, Mohan Nagar, Ghaziabad, (UP/5147) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

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6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claims complete in all respects.

[No. S. 35014(47)/84-FPGJ]

क्र० आ० 1875.—मैसर्स आगरा मण्डल विकास निगम लिमिटेड, 15/252, फतेहबाद रोड, आगरा, (उत्तर प्रदेश 6169) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी वृषक अभिधाय या प्रीमियम का सन्दाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोजक सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभवी हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायक अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण

के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापने के सूचना-पट्ट पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना को भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के हात ही नियोजक कर्मचारी के विधिक वारिस नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हों वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्ति-कर्म की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में

सभी पहलुओं में पूरे किये गये दावों के प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं० एन-35014/39/84-एफ० पी० जी०]

S.O. 1875.—Whereas Messrs Agra Mandal Vikas Nigam Limited, 15/252, Fatehabad Road, Agra, (UP/6169), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(39)/84-FPG]

का० अ० १८७६.—मैसर्स चौ० येग्नाइह एण्ड सन्स, 1/ए, रास्ट्रपति रोड, सिक्कराबाद (आन्ध्र प्रदेश) (आ० प्र०/1527), (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का भुगतान किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और द्वा० उ० अ० अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापना को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छू देती है।

अनुसूची

1. उक्त स्थापना के संबंध में नियोजक प्रादेशिक भविष्य निधि, आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अंशवाद, स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसके स्थापना में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक अधिनियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उल्लेख फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हिस्से पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पत्रिका को बराबर हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकरम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हज़ार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किये गये दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/41/64-एफ० पी० जी०]

S.O. 1876.—Whereas Messrs. Ch. Yegnaiah & Sons, 1/A, Rashtrapathi Road, Secunderabad (Andhra Pradesh) (AP/1527), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employ-

ees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reasons, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt

payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and any case within one month from the receipt of claim complete in all respects."

[No. S. 35014 (41)/84-FPG]

क्र० आ० 1877.—नैमर्मे उषा एल्वायस एण्ड स्टैल्स लिमिटेड, 12/16, बक्सराज, आगरा-282006 (उ० प्र०/6153), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे क्वाचक अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को छीन वर्ग की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रारंभिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियाँ भेजना और ऐसे भेजा रखना, तथा निरीक्षण के लिये ऐसी सुविधाएँ प्रदान करना जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रचालन में, इसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों संदाय आदि भी होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-बोर्ड पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संरक्षित रकम उस रकम से कम है जो कर्मचारी को उस दशा में मंजूर होनी, जहाँ वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक, भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशुद्ध अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निश्चित तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को ब्यवगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किये गये किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दो गई होता तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किये गये दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/38/84-एफ. पी० जी०]

S.O. 1877.—Whereas Messrs Usha Alloys & Steels Limited, 12/16, Nawalganj, Agra-282006 (UP/6153), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Fund & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Commissioner, Uttar Pradesh and maintained such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased member who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects."

[No. S. 35014 (38)/84-FPG]

का० जा० 1878.—मैसर्स उषा एलॉय्स एंड स्टील्स लिमिटेड, पानी, "मद्रास 600050, (मिलनाई/4725), (जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमने इसके पश्चात् उपबन्ध नियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट देने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रोविडेंट फंड का स्थापन करने बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे, उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निदेशक महबूब बीमा स्कीम 1976 (जिसे हममें हमने पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अवश्य है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और हमने उपाखण अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपखण्डों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु की ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभावित में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रोविडेंट फंड का संदाय, लेखाओं का अन्तर्गत निरीक्षण प्रभावों संदाय आदि का है होने वाले जो व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये तब उस संशोधन की प्रति तथा कर्मचारियों को सूचित करने का नारा न उक्त मुख्य बातों का अनुवाद, स्थापन के सूचना-पत्र पर प्रसारित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पंजीकृत करेगा और उक्त स्कीम के अधीन आवश्यक प्रोविडेंट फंड भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपररक्त फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपररक्त फायदों में समित रूप से वृद्धि का जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपररक्त फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी का उपररक्त में संदाय होता, तब यह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/वर्तमानिकी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उक्त में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन ने कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना है, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना वित्तीय स्थिति पर परीक्षा का यत्नपूर्वक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उन माहूहिक बीमा स्कीम के अधीन नहीं रहते बरन् छूट रहे हैं अर्थात् नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी वित्ति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तालिका के भीतर, जो भारतीय जीवन बीमा निगम द्वारा प्रदान की जा रही है, का संदाय करने में असफल रहता है, और पालिसी का व्यवहार हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रोविडेंट फंड के संदाय में किये गये किसी व्यय-क्रम की वशा से, उन मत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अधीन होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर भारतीय जीवन बीमा निगम उक्त सदस्य के वारिसों/विधिक वारिसों को बीमा स्कीम रकम का संदाय तत्परता से और प्रत्येक वशा में सभी पहलुओं में पूरे किये गये शर्तों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या एच-35014/44/84-एफ० पी० ओ०]

S.O. 1878.—Whereas Messrs Brakes India Limited, Padi, Madras-600050, (TN/4725), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment, is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects."

[No. S. 35014 (44)/84-FPG.]

नई दिल्ली, 24 मई 1984

का० आ० 1879 :—मैगर्स हंस ऐजन्सीज (प्राइवेट) लिमिटेड 24-बी/6, देश बन्धु गुप्ता रोड, देव नगर, नई दिल्ली-5, (की० एन 2600), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण अपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपायुक्त अनुसूची में विनिर्दिष्ट जर्नों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त,

नई दिल्ली को ऐसी विवरणियां भेजना और ऐसे लेखा रखेगा तथा भिरी-क्षण के लिए ऐसी बुद्धिदायक प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक भाग की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गत निरीक्षण प्रभावों संदाय आदि भी है, होने वाले सभी व्ययों का वृद्ध नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, रक्षापत्र के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उक्त बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उस फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की स दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी अ भिधिक वारिस नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, नई दिल्ली के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हक्कावर नामनिर्देशितियों विधिक

बारिसों की बीमाकृत रकम का संदाय सम्पत्ता से और प्रत्येक वषा में सभी पहलुओं में पूरे किए गए बावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

[संख्या: एस-35014/40/84-एफ० पी० जी०]

ए० के० भट्टराई, प्रवर सचिव

New Delhi, the 24th May, 1984

S.O. 1879.—Whereas Messrs Hansa Agencies (Private) Limited, 24-B/6, Desh Bandhu Gupta Road, Dev Nagar, New Delhi-5, (DL/2600), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, New Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith the translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the

Regional Provident Fund Commissioner, New Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employee to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for the reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects."

[No. S. 35014 (40)/84-FPG]

A. K. BHATTARAI, Under Secy.

New Delhi, the 25th May, 1984

S.O. 1880.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh, in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board and their workmen, which was received by the Central Government on the 11th May, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,
CHANDIGARH.

Case No. I.D. 51/79 (New Delhi), 71 of 1983 CHD

PARTIES :

Employers in relation to the management of
Bhakra Beas Management Board—Nangal
Township— Punjab.

AND

Their workmen.

APPEARANCES :

For the Employers : Sh. R. L. Kaith.

For the Workmen : Sh. R. K. Singh.

Industry Bhakra Beas Management Board Nangal-Punjab
AWARD

Dated the 9th of May, 1984

The Central Government, Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the Industrial Disputes Act, 1947, hereinafter referred to as the Act, per their Order No. L-42011 (14)/78, D. II. (B) dated the 6th of September 1979 read with S. O. No. S-11025 (2)/83 dated the 8th of June 1983 referred the following Industrial Dispute to this Tribunal for adjudication :—

"Whether the action of the management of the Bhakra Beas Management Board in not granting Travelling Allowance and Daily Allowance to the workcharged employees for journeys undertaken by them from their residence to duty points and vice versa as is being granted to the Regular staff, is justified? If not, to what relief are the employees concerned entitled?"

2. To trace a short history of the matter, the petitioners are the Workcharge-employees serving under the respondent Bhakra Beas Management Board at Bhakra and such other places wherever they are assigned duties from time to time. According to them they are serving under the respondent for the last more than 2 decades and the nature of their duties are almost similar to those of the regular employees who are being accorded the benefit of certain allowance in the nature of TA & DA for going to their points of duty from their residence whereas the petitioners are being deprived of the said facility without any rhyme or reason in spite of the fact that they also face similar functional hazards.

3. They, therefore, raised a demand on the management for parity with their counter-parts working on the regular cadre strength in the matter of grant of TA/DA for going to the place of duty but the management was found un-responsive despite the intervention of the A. L. C. (C) during the conciliation proceedings and hence the reference.

4. Resisting the proceedings on all counts, the Management denied that there was any pending or apprehended industrial dispute to call for any adjudication. It was pleaded that the Chairman of the BBMB was not the petitioner's Employer and as such the proceedings were bad on that score and otherwise also the claim statement lacked proper verification of the averments and disclosures made therein. On merits, it was conceded that the facility of TA/DA was being given to the regular employees whereas the petitioners were being deprived of the same. But the disparity was stated to be reasonable in view of their different service conditions.

5. The parties were put to trail on the following issues framed by my learned predecessor:—

1. Whether no industrial dispute exists and as such the reference is bad.
2. As in the order of reference.

6. The remaining objections against the maintainability of reference were rejected by my learned predecessor at the preliminary hearing, moreover a bare perusal of the Central Govt., Gazette Notification No. B-523 (2)/5-B Chandigarh the 26th of June, 1972 published on July 15, 1972 (Asadha 26-1894), should leave no manner of doubt that the Secretary (as well as the Chairman) of the Board is the proper person to institute and defend all the legal actions on or behalf of the Board. Similarly technical provisions of C. P. C. are not applicable on the proceedings before this Tribunal and as such the claim statement cannot be thrown out on the technicalities like lack of verification of the pleadings.

7. I would therefore, prefer to confine myself to the above mentioned issues which appear to have been framed with the consent of the parties. In support of their case the petitioner-workman opted to rely on the documents of the admitted nature whereas the Management examined their Law Officer Sh. N. S. Bawa. Be that as it may, I have carefully scrutinised the entire available data and heard the parties. My issue-wise discussion and findings are as follows:—

ISSUE NO. 1

8. The Management's contention that there was neither any existing nor apprehended dispute between the parties to require cognizance by the Appropriate Govt., for reference to the Tribunal is quite ludicrous because had it been so they would have straightaway conceded to the petitioners' demand for parity with the regular staff both in the matter of TA as well as DA. But it was not to be and hence the occasion for the Reference.

9. However, on behalf of the Management, it was submitted that during the meanwhile they have equated the petitioners with the regular employees at least in the matter of TA with the issue of instructions contained in letter Exts R-5 dated 3-10-1979 followed by letter Exb. W-1 bearing No. WM-Accts-53/2262 dated 14-12-1983 as pronounced by Sh. N. S. Bawa, Law Officer, in his deposition and admitted by the petitioners' representative Sh. R. K. Singh in his statement recorded by the Tribunal on 17-4-84.

10. Of course, the dispute regarding the TA has since been settled by the Management on seeing the logic in the petitioners' demand but that does not mean that no dispute exists to

warrant adjudication on its remaining part pertaining to the DA. It rather shows that the petitioners had a strong case right from the initial stage and the Appropriate Govt. was fully justified in seeking judicial verdict thereon. I accordingly answer the issue against the Management.

ISSUE NO. 2

11. As a matter of fact, after conceding to the petitioners' demand on the point of TA, for bringing them at par with the regular staff, the Management has implicitly admitted the fallacy of its stand to deny them equality in the matter of DA particularly when the nature of their duties is almost the same. During his cross-examination, its Law Officer Sh. N. S. Bawa admitted that BBMB is an industry within the purview of the I. D. Act, 1947 and has already adopted the Civil Service Rules of the P. State which it generally follows in the matter of TA & DA, and that both these facilities are provided to the un-allocated, regular as well as adhoc staff also. He further conceded that all such employees avail of the Board's conveyance to go to their normal places of duty at Bhakra and still get TA & DA according to the above instructions. I, therefore, fail to understand as to what is the logic in depriving the workcharged employees of the same very facility, particularly when it is not denied that there was no difference in the assigning and performance of duties by them.

12. On behalf of the Management I was urged to take note of Sh. Bawa's statement that the regular and workcharge employees are governed by different sets of Service Rules and as such they can not be treated at par in the matter of D. A.

13. I am not impressed with the argument because it smacks of irrational and arbitrary attitude towards the hirelings of a common Employer on artificially stretching the service Rules. After all they also put in same quality and quantity of work and skill, with full sense of dedication, rubbing shoulders with the Managements blue eyed boys at a common site. The nature of their employment tenure may not ensure them certainty and regularity of sustenance but that, by itself, would not justify any in-service discrimination.

14. Thus to sum up my aforesaid discussion on the limited available data, I answer the issue in favour of the petitioner-workmen.

RELIEF

15. As a natural consequence of my above observation and findings, I return my award in favour of the petitioner-workmen with a direction to the Management to forthwith remove the disparity in the matter of TA as well as DA between its workcharge and regular employees.

I. P. VASISHTH, Presiding Officer,

[No. L-42011/14/78-D. II (B)]

Chandigarh

9-5-84

S.O. 1881.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employees in relation to the management of Post Master Nagpur City Head Office Nagpur and their workmen which was received by the Central Government on the 14th May, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/39 of 1982

PARTIES :

Employers in relation to the management of Post Master Nagpur City Head Office, Nagpur

AND

Their workman.

APPEARANCES :

For the Employers—Miss R. D. Vaidya, Advocate.

For the workman—Shri V. N. Bagale, Advocate.

INDUSTRY : Post and Telegraph STATE : Maharashtra
Bombay, dated the 12th April, 1984

AWARD

By their order No. L-40012(3)/82-D.II(B) dated 24-9-1982 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the Post Master, Nagpur City Head Post Office, Nagpur in terminating the services of Shri C. M. Wankhade Postman with effect from 16th December, 1980 without following the provisions of the Industrial Disputes Act, 1947 is justified? If not, to what relief is he entitled?"

2. The facts giving rise to the present dispute shortly stated are that the workman Shri C. M. Wankhade, it seems to have been appointed as an unapproved postman from February, 1979 and in the year 1980 he was working in beat called Beat No. 19, there were two other regular postmen posted in the said Beat and there were three deliveries, one in the morning, other in the noon and the third one in the afternoon. At the fag end of the year 1980, the Post Master Shri N. K. Deo received various complaint complaining of non-delivery of letters in Beat No. 19 and non-visit of the Postmen for more than two months or so, as a result of which Shri R. H. Pradhan, Public Relations Inspector was asked to make investigation, who conducted a confidential enquiry and recorded the statements and submitted his report. At a test case two letters were posted to the addressees residing in the locality but when it was found that they were lying undelivered, care was taken to deliver the same through supervisors. Ultimately the Postmaster being convinced of dereliction of duties on the part of the workman asked him to stop coming on duty from 16-12-1980 and in this manner brought to an end his service.

3. While challenging the said order the contention of the workman is that Shri Pradhan out of malice brought out the termination. It is further alleged that the Post-Master was not competent to award the punishment of dismissal and therefore it is bad. It is further alleged that there were three postmen in the beat and by proceeding against the workman only the Postmaster is guilty of discrimination. The charge of non-delivery and non-visit has been denied.

4. On behalf of Postal Department the contentions were reiterated and it is urged that when the Postmaster found that the workman was not performing his duties and when there were several complaints, the Postmaster had no other alternative but to relieve him of his work.

5. Admittedly there was no enquiry before the termination and therefore permission was sought to prove the charge which permission was granted by Ex. 8.

6. The issues which arise for determination and my findings thereon are :—

Issues	Findings
1. Whether the workman was in continuous service for 240 days before the alleged termination?	Yes
2. If he is not in such service whether Section 25F of the Industrial Disputes Act is attracted?	Is attracted.
3. If it is not attracted, is the workman entitled to any relief?	Does not arise relief
4. Do the Employers prove the alleged misconduct on the part of the workman?	Yes
5. If yes, is the termination valid and legal?	No

6. If so, is the workman entitled to any relief?

Yes

7. What award?

As per order.

REASONS

7. In order to nip in the bud the proceeding it was urged that since the workman had not put in one year's service before the alleged termination he cannot claim any relief. Even the very chart produced by the management along with the written statement indicates that before 16-12-1980 the workman had put in continuous service for 263 days and under Section 25B of the Act he having put in more than 240 days in a year, he shall be deemed to have put in more than one year's service and as such the provisions of Section 25F of the Act are very much attracted and before any retrenchment is effected the procedure prescribed has to be followed.

8. The contention of the management is that it was not a retrenchment under Section 2(oo) of the Industrial Disputes Act or simple termination but it is urged that on account of gross-misconduct committed by the workman his services were terminated, the Postmaster being satisfied about the misconduct. Immediately therefore the question which poses for determination is as to who is the appointing authority and who is the disciplinary authority who could award the punishment of dismissal. Now it is just possible that for exigencies of work when the regular Postmen were not attending the duties substitute may be appointed, who it seems is termed as unapproved Postman. The department has brought on record a circular dated 12-2-1960 Ex. 22/M which authorises appointment of unapproved Postmen. It speaks of appointment of unapproved persons in leave vacancies for duration of not more than 10 days when leave reserve is exhausted while in the instant case the vacancy subsisted for more than one year. Furthermore the question is who is the competent authority to award punishment of dismissal which is a major punishment and if we look into the schedule at page 291 of Posts and Telegraphs Manual Vol. III, Fourth Edition we find that Postmaster in Higher or Lower Selection Grade is the only competent authority to impose punishment what is known as minor punishment and Senior Superintendent or Superintendent of Post Offices who can award all punishment including the major penalty of dismissal from service. Who has therefore appointed the workman is not material particularly when the workman has completed 240 days of service but who is empowered to award punishment will be crucial factor which in the present case as already stated will be the Superintendent of Post Offices and since the punishment is awarded by a non-Gazetted Postmaster of the Nagpur City, on this ground alone the order of punishment has to be set aside.

9. When we turn to the evidential part of the present case I am fully convinced that considering the evidence of Shri K. S. Gungaonkar all the three postmen including the workman concerned were equally guilty of not visiting Beat No. 19 and not delivering the letters. Because it is a slum area the residents give the address of the Shop-keeper in the locality and accordingly Shri Gungaonkar used to receive 15 letters, his personal letters as well as the letters of residents of the area. The witness says that during the relevant period he never received any letters and therefore had lodged complaint. Receipt of various complaints from the residents is also stated by Shri Deo and Shri Pradhan and the evidence of Shri Patki is to the effect that two letters which were despatched by the department remained undelivered and therefore were required to be delivered through overseer. Though there is a denial by Shri Wankhade Ex. 21/W I am not at all convinced about the denial and I hold that the evidence of Shri Gungaonkar and others witnesses is true and they had absolutely nothing against the workman to tell falsely against him. I am therefore, convinced of the guilt.

10. The difficulty however does not end here. There were three postmen, one unapproved and two regular postmen who were posted in Beat No. 19 and if the witness are true, all the three were equally guilty of dereliction of duties of non-visit to the locality and non-delivery of letters for

the reasons best known to them. If therefore any action was required to be taken that action should have been against all.

11. It was tried to be urged that non-delivery was due to rush period namely Diwali, Christmas etc. However the record shows that whenever letters are not delivered the postman must pass suitable endorsement and there is nothing to show that Shri Wankhade has stated accordingly i.e. on account of causes as stated letters were required to be sent back to the post office. The excuse tried to be urged is lame excuse.

18. It is therefore a case where the workman is to be held guilty but the same time it is found that the punishment was not by proper authority. It is also found that there were three workmen who were equally responsible. So far as this ground is concerned, the workman will not be allowed to say because the other postmen were left untouched he also must be reinstated. In the first place he was an unapproved postman who had not passed departmental examination, who was then a temporary hand till confirmed in the said post. Such a postman cannot compare his position with the regular postman although the effect of misconduct will be the same namely non-receipt of

letters by the addressees. At the same time by not holding departmental enquiry and by not passing the order by the competent authority the order of punishment has to be quashed.

13. Attempt was made to suggest that the workman was earning. In the written statement we find no reference to the said effect and therefore although in the cross-examination it was brought on record that the workman never tried to get a job, it is not going to help the department. The result is that the workman must succeed.

14. Since the workman is found guilty of the misconduct though I found the order erroneous, in my view ends of justice would be met if reinstatement is ordered with 50% back wages from the date of termination till the date of reinstatement.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. L-40012/3/82-D.II(B)]

T. B. SITARAMAN, Under Secy.

